

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 93		
2. CONTRACT NO.		3. SOLICITATION NO. DTRS57- 01- R- 20005		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		5. DATE ISSUED 04/02/2001		6. REQUISITION/PURCHASE NUMBER 25- 3157	
7. ISSUED BY U. S. DOT/RSPA/Vol pe Center 55 Broadway Kendall Square Cambridge MA 02142				8. ADDRESS OFFER TO (If other than Item 7)					
NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"									
SOLICITATION									
9. Sealed offers in original and <u>5</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>SEE BLOCK #7</u> until <u>1500 ET</u> local time <u>05/02/2001</u> (Hour) (Date)									
CAUTION : LATE Submissions, Modifications and Withdrawals : See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME Linda Byrne		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 617 NUMBER 494- 2172 EXT.			C. E-MAIL ADDRESS Byrne@vol pe. dot. gov		
11. TABLE OF CONTENTS									
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OFFER (Must be fully completed by offeror)									
NOTE : Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE			18. OFFER DATE		
AREA CODE	NUMBER	EXT.							
AWARD (To be completed by government)									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION : <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than item 7)				25. PAYMENT WILL BE MADE BY			26. AWARD DATE		
CODE				CODE					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 CONTRACT TYPE - COST-PLUS-FIXED-FEE (MAY 1999)

A. This is an indefinite delivery/indefinite quantity (IDIQ) task order contract. Requirements will be placed under this contract through the issuance of task orders.

B. Due to the variety of services required under the contract and the circumstances that affect their duration and definition, task orders may be issued on a firm-fixed price (FFP), cost-plus-fixed-fee (CPFF) completion, or cost-plus-fixed-fee (CPFF) term basis at the Contracting Officer's (CO) discretion based on the guidelines provided in Part 16 of the Federal Acquisition Regulations (FAR).

C. Individual cost-plus-fixed-fee task orders will be issued on a completion type basis pursuant to FAR 16.306 whenever possible. If a completion type task order is not appropriate, a term type task order may be issued, pursuant to FAR 16.306(d)(2).

B.2 CONTRACT LIMITATIONS (MAY 1999)

Minimum Guarantee: The guaranteed minimum is a single task- of at least \$25,000 for this contract.

B.3 CONTRACT SCOPE (May 1999)

The Contractor, acting as an independent Contractor and not as an agent of the Government, shall furnish all personnel, facilities, support, and management necessary to provide the services required under this contract and its subsidiary task orders. The scope of this effort is defined in the Statement of Work (SOW). Specific requirements will be stated in individual task orders.

B.4 CONTRACT LINE ITEMS

CLIN No.

0001 Environmental Remediation in accordance with the terms and conditions of the contract types set forth below:

0001A Firm Fixed Price

0001B Cost Plus Fixed Fee - completion type

0001C Cost Plus Fixed Fee - term type

SECTION C- STATEMENT OF WORK**C.1 SCOPE OF WORK**

This contract is for the remediation of various hazardous, toxic, and radioactive waste (HTRW) sites as required by the John A. Volpe National Transportation Systems Center (Volpe Center). The services described herein are an integral part of environmental remediation activities undertaken by the Volpe Center in support of organizations within the United States Department of Transportation (DOT), such as the Federal Aviation Administration (FAA), and other Volpe Center clients including the United States Environmental Protection Agency (EPA). HTRW sites covered by this statement of work are not limited to the geographic boundaries of the United States, but may be located anywhere in the world. HTRW sites may be: (1) currently owned or controlled by the United States, either military or civilian agencies; (2) formerly used defense sites at which an agency of the federal government is determined to be a generator or a Potentially Responsible Party (PRP); (3) other sites where the Volpe Center is otherwise requested and authorized to respond; or (4) any areas adjacent to sites described in (1) thru (3) above, to which contamination from such sites may have migrated.

This contract has the advantage of providing the Government with a continuity of personnel and institutional knowledge for developing a streamlined response and flexible vehicle for cost-effective remediation. This contract requires the Contractor to furnish and transport all plant, labor, materials and equipment and to perform all work necessary to complete simultaneous task orders at confirmed or suspected hazardous, toxic and radioactive waste sites. Such work will include, but is not limited to, interim measures, remedial actions, operation and maintenance, and any other actions necessary for the performance, and in support of, remediation at HTRW sites.

The Volpe Center will prepare the statement of work for each task order. The Contractor may be required to respond to each task order statement of work with a cost and schedule proposal and may also be responsible for the preparation and submission, for approval by the Volpe Center, of a Work Plan detailing the Contractor's intended approach for executing the requirements outlined in the Government's statement of work. The Contractor may be required to submit the work plan in response to the Task Order Request for Proposal or after Task Order award. The Contractor's success will depend upon its ability to effectively interact with the Volpe Center to develop plans in compliance with applicable regulations and to execute those plans in an efficient and expeditious manner. The Contractor's personnel shall have current training as required by the Occupational Safety and Health Administration (OSHA). The Contractor shall provide all support activities, described herein or in individual task orders, necessary to ensure the safe and effective accomplishment of project criteria within specified completion times. All work shall be performed in accordance with this contract and all applicable federal, state, and local regulations.

C.2 DEFINITIONS

2.1 'Hazardous Waste' refers to any RCRA waste; or any waste identified as a hazardous material by the U.S. Department of Transportation; or any waste regulated by the Toxic Substances Control Act (TSCA).

2.2 'HTRW' Hazardous, Toxic, and Radioactive Waste.

2.3 'Installation' is any Government-owned or pre-owned properties (such as a base, fort, post, facility, work site, etc.), or other properties (such as privately-owned property controlled by the USEPA or any other Government agency, privately-owned property on which Government HTRW has been discovered) on which the Government obtains, retains, maintains, or assumes control or management of any phase of HTRW remediation.

2.4 'O&M' Operation and Maintenance means those activities required to activate, operate, and maintain a treatment facility or process for a period of time sufficient to correct all system deficiencies and continue those activities until the customer is prepared to assume operation.

2.5 'Remediation Effort' means any HTRW construction and/or service activity to include (but not limited to) excavation, removal and transportation of waste, demolition, disposal, well drilling and installation, construction of treatment plants, installation of monitoring systems, construction and operation of in-situ bioremediation systems, operation of treatment facilities, and implementation of any remediation technology. The Volpe Center's longstanding role as a leader in the research, development, and engineering arena is hereby stressed. As such, a major component of 'Remediation Effort' will be the application of new or innovative remediation technologies.

2.6 'Special Waste' refers to waste other than Hazardous Wastes or municipal wastes that are regulated by other Federal, State, or local laws or regulations. The remediation of any special wastes will be incidental to the remediation of hazardous wastes.

C.3 REQUIREMENTS FOR REMEDIATION EFFORT

The Contractor is required to perform all task orders in accordance with the contract. The Contractor will receive from the Volpe Center any backup data that is available from prior investigations, designs, or remedial actions, such as preliminary assessment, site investigation, remedial investigation, risk assessment, feasibility study, decision documents, plans and specifications, and as-built drawings for an individual task order. Data received will be dependent on the current phase of work.

3.1 GENERAL. The express purpose of this Remediation contract is the remediation of HTRW sites. In order to accomplish this, the Contractor shall maintain a management staff and system that ensures flexibility, communication, and the diversity of personnel necessary to successfully execute complex, multi-faceted work as required by the task orders issued under this contract. The Contractor shall:

3.1.1 Maintain a staffing and program management system that will promote retention of institutional knowledge and continuity throughout the remediation process;

3.1.2 Maintain a communication program that will apprise key personnel executing various task orders of any significant findings that may impact ongoing or planned remediation activities;

3.1.3 Initiate recommendations to the Task Order Contracting Officer's Technical Representative (TOCOTR) about any alternative methods of executing a remedial action or any other phase that would result in improved economy, productivity, or quality;

3.1.4 Immediately notify the TOCOTR of any conditions encountered during the execution of a task order that may impact the remediation process and provide potential solutions;

3.1.5 Exercise control over field screening, sampling, testing, and investigation derived waste in conjunction with task order activities in order to minimize the amount of excavated material requiring temporary storage, prevent dilution of contaminated soils with clean soils, and insure completion of work within the construction season. The Contractor shall obtain timely and accurate chemical sampling and test data.

3.1.6 Electronic Cost Tracking System. If required by the individual task order statement of work, the Contractor may be required to track and report costs in accordance with the EPA's Removal Cost Management System (RCMS), or other designated system the details of which will be provided in the individual task order scope of work.

3.1.7 Work Plan. In response to each individual task order request for proposal or statement of work, the Contractor may be required to prepare a detailed Work Plan. The Work Plan shall show schedule of tasks, milestones, deliverables, progress meetings, labor loading and budget schedules, and travel requirements for each task. Subcontractor requirements and key personnel will be identified.

3.2 REMEDIAL ACTION. The requirements related to remedial action will be described in individual task orders. The Contractor shall perform all necessary actions to address specific requirements of the task order. Remedial actions include, but are not limited to containment, removal, treatment (on-site, off-site, and in-situ), sampling and analysis for monitoring and control, transportation and disposal. The entire spectrum of wastes and materials may be involved including hazardous, toxic, radioactive, petroleum-based, and explosive constituents or any combination thereof. Ordnance and chemical warfare agents may also be encountered, but may be remediated by others. These contaminants may occur in various environments including soils, sludges, liquids, air, water, debris, structures, and various containers.

In general, destructive treatments (to include bioremediation) will have preference over containment or transfer type treatments, and processes shall minimize production of residual product. Innovative treatment processes shall be considered and implemented when the innovative treatment technologies offer the potential for comparable or superior performance or economy compared to demonstrated treatment technologies. Innovative technologies may be defined as newly developed technologies or new applications of existing technologies that lack complete cost and performance data. In functional terms, all treatment technologies except for incineration and solidification/stabilization for source control and pumping with conventional treatment for ground water are considered innovative. Examples of innovative treatment technologies include air sparging, bioremediation, bioventing, soil vapor extraction, soil washing, solvent extraction, and thermal desorption.

3.2.1 Types of Remedial Actions. A wide variety of potential remedial actions could be expected in this contract. A number of these possible actions are included below; however, this list is not intended to be exhaustive. New or emerging technologies, as they become available or applicable, may also be utilized during the term of this contract.

- a. bioremediation
- b. water treatment
- c. soil vapor extraction
- d. underground storage tank removal/closure/replacement
- e. drum bulking
- f. excavation
- g. soil/sludge stabilization/solidification

- h. landfill development, operation, and closure
- i. asbestos abatement
- j. lead-based paint abatement
- k. slurry walls/subsurface barriers
- l. dredging
- m. groundwater extraction/dewatering
- n. thermal destruction
- o. demolition
- p. debris removal
- q. treatment/disposal of investigation-derived wastes and decontamination-derived wastes
- r. free-product recovery
- s. soil washing
- t. air injection
- u. heavy metal (disposal/treatment)

3.2.2 Operation & Maintenance (O&M). This may include the requirements for the Contractor to provide full and complete O&M functions for a given facility, as well as training of non-Contractor facility personnel for plant and equipment provided by the contractor during remediation, and the development/compilation of O&M manuals for Contractor supplied plant and equipment. Specific requirements for these services will be included in individual task orders.

3.3 Field Activities. The Contractor will be required to perform various field investigation activities. The field activities may include, but are not limited to the following: drilling for soil sampling, well installation, or instrumentation installations; vadose zone fluid/air flow measurement; aquifer testing; sampling and analysis of soil, sediment, ground water, surface water, hard surface, tank/drum contents, air and soil vapor; performing surface and borehole Geophysics; excavation of test pits/trenches; and sampling and testing of geotechnical materials. Sampling and analysis to monitor or verify site clean-up, air monitoring, and monitoring for process control and waste disposal may be required as indicated. Sampling and analysis for a wide variety of parameters may be required to determine the physical, chemical, biological, and radiation properties. Contract deliverables for investigations may include, but are not limited to, permanent or temporary field installations (i.e., monitoring wells), reports, data bases, logs, maps, drawings, and sketches. Validation, analysis and interpretation of data, shall be performed as appropriate to accomplish the intent of the individual task order.

3.3.1 Surveys and Mapping. The contractor may be required to provide incidental surveying and mapping services to assist in the execution of the remedial actions described above. The services to be provided may consist of, but are not limited to, the following: topographic survey and horizontal/vertical control; orthomosaic and aerial photography(both new flights and historical photo searches); boundary surveys and land owner/property searches, monitoring/baseline surveys; utility location surveys, hydrographic surveys; and use of Geographic Information System (GIS). Survey and mapping deliverables shall be AutoCAD (latest version) compatible output. GIS deliverables shall be in accordance with the Tri-Service GIS/Spatial Data Standards.

3.4 Plans and Reports. As specified in the contract, Section F, and in the individual task orders, the Contractor will be required to conduct various types of studies and evaluations, design and consulting services incidental to the execution of the remedial actions described above. The results of such efforts will be presented in subsequent plans or reports.

3.4.1 Plans/reports required may include, but are not limited to, the following:

- a. A plan that identifies baseline conditions and describes the methods and procedures that will be used to bring sites into compliance with environmental regulations.
- b. Procedures to be utilized for hazardous materials in the areas of safety, removal, materials handling, disposal/treatment, and verification for remedial actions.
- c. A plan to cover implementation, operation and maintenance of remediation sites. The contractor shall report on the status of operation and maintenance activities.
- d. Photographs and other records to the Government as a form of technical information.
- e. A compilation of the results of the chemical analyses performed on samples collected at a site for the purposes of site characterization or evaluation. The report shall contain the history, analytical results and associated quality assurance/quality control (QA/QC) data for every sample used for site evaluation or characterization.
- f. A comprehensive description of the site-specific environmental characterization, including the nature and extent of the contamination and the interpretation of the data associated with a particular site.
- g. Identification of any observed or suspected problems, evaluating the problem and making recommendations for its correction.
- h. Analysis of sampling data for evaluation.
- i. Up-to-date construction drawings (as-built drawings) indicating the current status of real property facilities.
- j. Developmental design drawings and associated lists and engineering data.

3.5 ELECTRONIC DATA DELIVERABLES. The contractor shall be prepared to provide all geotechnical, field chemical, and laboratory data to the Volpe Center in electronic format. Detailed requirements will be described in the individual task orders.

3.6 REGULATORY REQUIREMENTS.

3.6.1 Compliance. Work shall meet or exceed the minimum requirements established by the State in which work is being executed in applicable statutes and administrative codes. The Contractor shall also meet or exceed all applicable federal, state, and local regulations pertaining to worker safety and training including, but not limited to, 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response (HAZWOPER). THESE DOCUMENTS ARE UNDER CONSTANT REVISION. The Contractor shall be responsible for compliance with the most recent revisions of the regulations throughout the duration of work on

the project. The Contractor shall also be responsible for compliance with all applicable Federal and local regulations, and appropriate military procedures and compliance agreements. The Contractor shall not represent the Government in any discussions or negotiations with regulators, but may only provide technical support to Government personnel. Some of the laws, regulations, codes, and guidance that may impact this contract are:

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1926 Safety and Health Regulations for Construction

40 CFR 61 National Emissions Standards for Hazardous Air Pollutants

40 CFR 260-270 EPA's Hazardous Waste Requirements (Resource Conservation and Recovery Act (RCRA))

40 CFR 279 EPA's Standards for the Management of Used Oil

40 CFR 280 EPA's Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks

40 CFR 300-311 EPA's Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)

40 CFR 761 EPA's Toxic Substance Control Act (TSCA)

49 CFR 171-178 Hazardous Materials Regulations

42 USC 4321 et seq National Environmental Policy Act of 1969 as amended

EPA/540/G-89/004 (Latest edition); Guidance for Conducting Remedial Investigations and Feasibility Studies Under CERCLA

EPA/540/1-89/001 (Latest edition); Risk Assessment Guidance for Superfund, Vol II, Environmental Evaluation Manual

EPA/540/1-89/002 (Latest edition); Risk Assessment Guidance for Superfund, Vol 1, Human Health Evaluation Manual (Part A)

EPA/9345.0-01A (Latest edition); Guidance for Performing Preliminary Assessments Under CERCLA

EPA/R3/RBCT (Latest edition); Risk-Based Concentration Table, Region III

3.6.2 Inspection. Inspection and Acceptance will be conducted in accordance with the contract in Section E. In addition, Federal, State or local agencies may require their representative(s) to be present during inspections. These agencies may request the Volpe Center to require additional split samples for agency tests. The Contractor shall comply with all such inspection requirements. The Contractor shall notify the TOCOTR as soon as possible of any inspections.

C.4 CONTRACTOR PERSONNEL AND QUALIFICATIONS

Experience in all categories of remediation activities is required (i.e., remedial action project management and supervision, chemical quality management, excavation of contaminated soils, waste minimization, in-situ bioremediation, identification and tracking of hazardous waste, tank removals, etc.). Personnel assigned to individual task orders shall have the required qualifications pertaining to the specific categories anticipated to be encountered at the site. The requirements for on-site and off-site personnel

will differ for each project and shall be specifically identified in individual task orders. Refer to Section J for a general listing of necessary key personnel and required qualifications. Other disciplines not listed in Section J will be required to have comparable qualifications in their field of expertise. The personnel may be employees of either the Prime contractor or a subcontractor unless specified otherwise in this section or on an individual task order. Contractor personnel may hold dual positions on a site/project specific basis.

C.5 CONTRACTOR QUALITY CONTROL (CQC)

EXECUTION GENERAL. The Contractor is responsible for quality control and shall establish and maintain an effective quality control system. The quality control system shall consist of plans, procedures, and organization necessary to produce an end product, which complies with governing regulations and the contract requirements. The system shall cover all investigations, studies, design, and remedial action operations, both on-site and off-site, and shall be keyed to the proposed investigations/studies/ design/remedial action sequence.

QUALITY CONTROL PLAN.

GENERAL. The Contractor shall furnish for review by the Volpe Center the Contractor Quality Control (QC) Plan to provide inspections, tests and controls necessary to achieve specified quality. The plan shall identify personnel, procedures, controls, instructions, tests, records, and forms to be used. Operations will be permitted to begin only after acceptance of the QC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. The Volpe Center may authorize an interim plan for the first thirty days of operation. Work outside of the features of work included in an accepted interim plan will not begin until acceptance of a QC Plan or another interim plan containing the additional features of work to be started.

CONTENT OF THE QC PLAN. The QC plan shall include, as a minimum, the following to cover all investigations, studies, design and Remedial Action operations, both on-site and off-site, including work by subcontractors, fabricators, suppliers and purchasing agents:

A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the QC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the Project Manager or someone higher in the Contractor's organization. See also Paragraph titled: "Contractor Quality Control", below.

The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a QC function.

Procedures for controlling investigation and/or study activities to ensure efficiency, cost effectiveness, coordination with design objectives, reliability of data collected, safety and proper recording and reporting formats.

Procedures for controlling design activities to ensure efficiency, cost effectiveness, technical accuracy, practicality, constructability, and quality of documents. Procedures will include regular design team meetings, independent review procedures and periodic design review conferences.

Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, off-site fabricators, suppliers and purchasing agents.

Control, verification and acceptance testing procedures for each specific test to include the test name, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer).

Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

Procedures for tracking deficiencies from identification through acceptable corrective action. These procedures will establish verification that identified deficiencies have been corrected.

Reporting procedures, including proposed reporting formats.

A list of the definable features of work. A definable feature of work is a task, which is separate and distinct from other tasks and has separate control requirements. It could be identified by different trades or disciplines, or it could be work by the same trade in a different environment. This list will be agreed upon during the coordination meeting.

ACCEPTANCE OF QUALITY CONTROL PLAN. Acceptance of the Contractor's plan is required prior to the start of remedial actions activities. Acceptance is conditional and will be predicated on satisfactory performance during all operations. The Volpe Center reserves the right to require the Contractor to make changes in his QC plan and operations including removal of personnel, as necessary, to obtain the quality specified.

NOTIFICATION OF CHANGES. After acceptance of the QC plan, the Contractor shall notify the Contracting Officer, in writing, a minimum of seven (7) calendar days prior to any proposed change. Proposed changes are subject to acceptance by the Contracting officer.

QUALITY CONTROL ORGANIZATION.

CONTRACTOR QUALITY CONTROL. Contractor Quality Control(CQC) is the means by which the Contractor ensures that the work, to include that of subcontractors and suppliers, complies with the requirements of the contract. The controls shall be adequate to cover all operations, including both on-site and off-site activities, and will be keyed to the proposed work sequence.

CQC SYSTEM MANAGER. The Contractor shall identify an individual within his organization at the site of the work who shall be responsible for overall management of QC and have the authority to act in all QC matters for the Contractor. This CQC System Manager shall be on the site at all times when on-site activities are being performed, will personally oversee quality control functions and will be employed by the Contractor, except as noted in the following. An alternate for the CQC System Manager will be identified in the plan to serve in the event of the System Manager's absence. Period of absence may not exceed two (2) weeks at any one time, and not more than 30 workdays during a calendar year. The requirements for the alternate will be the same as for the designated CQC System Manager.

5.3.2 SUPPLEMENTAL PERSONNEL. The Contractor shall provide as part of the QC organization, whenever the complexity of the work warrants, specialized personnel for the following areas: geological, hydro-geological, chemical, safety, health, health physics, electrical, mechanical, civil, structural, environmental, and architectural. These personnel shall assist and report to the CQC System Manager. Each person will be responsible for assuring the activity complies with the contract requirements for their area of specialization. These individuals shall: be responsible only to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience to ensure contract compliance.

5.4 SUBMITTALS. The QC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements. The Contractor shall also be responsible for assuring that all certifications provided by others (e.g., equipment and material vendors or suppliers) are accurate and in compliance with contract requirements.

5.5 DOCUMENTATION. The Contractor shall maintain current records of quality control operations, activities, and tests performed, including, the work of subcontractors and suppliers. These records shall be on an acceptable form and shall include factual evidence that required quality control activities and/or tests have been performed, including but not limited to the following:

- Contractor/subcontractor and their area of responsibility.
- Operating plant/equipment with hours worked, idle, or down for repair.
- Work performed today, giving location, description, and by whom.
- Test and/or control activities performed with results and references to specifications/plan requirements. Identify activities performed in control of efficiency and cost effectiveness of operations. List deficiencies noted along with corrective action.
- Material received with statement as to its acceptability and storage.
- Identify of submittals reviewed, with contract reference, by whom, and action taken.
- Off-site surveillance activities, including actions taken.
- Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- List instructions given/received and conflicts in plans and/or specifications.
- Contractor's verification statement.

These records shall indicate a description of trades working on the project, the number of personnel working, weather conditions encountered, and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. At the TOCOTR's request, the original and one copy of these records, in report form, shall be furnished to the TOCOTR on the first work day following the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every seven days of no work and on the last day of a no work

period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

C.6 CHEMICAL QUALITY CONTROL.

6.1 SUMMARY: The Contractor shall be responsible for Environmental Data Quality Management associated with sampling and analysis for the characterization of soils, ground water, and other media under this contract. All sampling and laboratory analytical procedures shall be in accordance with established EPA or other recognized methodology identified in the individual task order. The Contractor shall be responsible for the preparation of Quality Assurance/Quality Control (QA/QC) documents delineating the responsibilities and procedures for all sampling and analytical activities to assure that the data obtained is of sufficient quality to meet intended usage and Applicable or Relevant and Appropriate Requirements (ARARs) within the project. These QA/QC documents will normally include at a minimum, a Field Sampling Plan (FSP) and a Quality Assurance Project Plan (QAPP).

C.7 SAFETY AND HEALTH

7.1 The Contractor shall be responsible for compliance with the safety and health requirements concerning the work performed under this contract. The Contractor shall have an ongoing Safety and Health Program, meeting the most current requirements of Federal, State and local laws, regulations, and guidance. The Contractor shall also develop Safety and Health Plans for all applicable work performed under this contract, in compliance with 29 CFR 1910 and 29 CFR 1926.

C.8 ENVIRONMENTAL REQUIREMENTS

GENERAL. The Contractor shall be required to identify all appropriate laws, codes, regulations, and guidance and shall be required to perform all work in full compliance with applicable federal, state and local laws, codes, and regulations. The Contractor shall assure that all activities performed by its personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incident of noncompliance noted by the Contractor shall immediately be brought to the attention of the Contracting officer by written notice. Nothing in this contract shall relieve the Contractor of his responsibility to comply with laws and regulations.

PERMITS. The Contractor shall investigate the requirements for and obtain Environmental Permits, Licenses, and/or Certificates necessary to accomplish the work specified in individual task orders. All clearances and permits shall be obtained prior to initiation of site operations by the Contractor.

TRANSPORTATION AND DISPOSAL. As detailed in individual task orders, the Contractor will be responsible for the transportation and proper disposal of HTRW in accordance with 49 CFR and all other applicable federal, state, and local regulations. The Contractor shall review all information provided and develop the necessary deliverables which contain the transportation and disposal criteria, procedures, and practices sufficient to protect personnel, the environment, and potential off-site receptors from chemical, physical, and/or biological hazards. The Contractor shall utilize the services of qualified personnel experienced in hazardous waste manifesting and hazardous waste site operations. If the information that is available is insufficient to allow the Contractor to develop these documents, a description of all additional information required shall be prepared and submitted to the TOCOTR, prior to the commencement of work.

C.9 ENVIRONMENTAL PROTECTION.

GENERAL. The Contractor shall perform all work so as to minimize the pollution of air, water or land and to control noise and dust within reasonable limits or limits established by applicable federal, state, and local laws and regulations. The Contractor shall furnish all labor, materials and equipment, and perform all work required for the protection of the environment during all operations except as specified in other divisions of these contract documents or in the individual Task Orders.

PREREMEDIAL ACTION SURVEY. Prior to start of any on-site activities, the TOCOTR shall make a joint condition survey reviewing the condition of trees, shrubs and grassed areas immediately adjacent to the site of the work and adjacent to his assigned storage area and access route(s) as applicable. During this survey, the TOCOTR shall confirm the existence and/or location of any wetlands, endangered species, special habitat or other protected areas.

PROTECTION OF LAND AREAS. Except for any work or storage areas and access routes specifically assigned for the use of the Contractor under this contract, the land areas outside the limits of the permanent work performed under this contract shall be preserved in their existing condition. The Contractor shall confine his site activities to areas defined for work on the plans or specifically assigned for his use. Storage and related areas and access routes required temporarily by the Contractor in performance of the work will be approved by the TOCOTR.

PROTECTION OF TREES AND SHRUBS. The contractor shall take all actions necessary to protect and prevent damage to all trees, shrubs and vegetation not identified for removal. No ropes, cables or guys shall be fastened to or attached to any nearby trees for anchorages.

PROTECTION OF WATER RESOURCES. The Contractor shall control the transfer, use and disposal of fuels, oils and other harmful materials both on and off the site and shall comply with applicable federal, state, and local laws and regulations concerning pollution of air, water and soils while performing work under this contract. Special measures shall be taken to prevent sediment chemicals, fuels, oils or other harmful materials from entering waters. Water used on-site shall not be allowed to leave the site untreated without the written approval of the Contracting Officer.

DUST CONTROL. The Contractor shall maintain all excavations, embankments, stockpiles, access roads, plant sites, waste areas and all work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance. Approved temporary methods consisting of sprinkling, chemical treatment, or similar methods may be permitted to control dust. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. Air monitoring for documentation and for establishment of action levels may be required.

SPILL CONTROL. The Contractor shall prevent spills and provide contingency measures for cleanup of potential spills during performance of this contract.

C.10 PHYSICAL SECURITY.

The Contractor shall provide site security (e.g. fencing or guard service) as required by each individual task order. However, at a minimum, the contractor shall maintain the site and all other Contractor controlled areas in such a manner as to minimize the risk of injury or accident to site personnel or others who may be in the area.

C.11 OTHER.

The Contractor may be required to provide all other incidental services, as stated in individual task orders, necessary for successful remediation, such as technical support during regulatory negotiations as they pertain to a specific site, community and public relations, and technology demonstrations. The requirements in this paragraph are not intended to be all-inclusive, but are for illustrative purposes only.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (May 1999)

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.2 MARKING (May 1999)

All items submitted to the Government shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER; (If Applicable)
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and

F. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

SECTION E - INSPECTION AND ACCEPTANCE**E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

52.246-3	Inspection of Supplies--Cost-Reimbursement.	APR 1984
52.246-5	Inspection of Services--Cost-Reimbursement.	APR 1984
52.246-12	Inspection of Construction	AUG 1996

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (May 1999)

A. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual task order. The task order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task order deliverable items Rejected shall be corrected in accordance with the applicable clauses.

B. Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

52.242-15	Stop-Work Order. (AUG 1989) -- Alternate I	APR 1984
52.247-34	F.o.b. Destination.	NOV 1991

F.2 PERFORMANCE PERIOD - (MAY 1999)

(a) This contract shall become effective on the date of the contract award. The ordering period is five (5) years from the effective date of the contract. Also see the clause in Section I entitled Ordering (FAR 52.216-18).

(b) The performance period shall continue until the date specified in the clause in Section I entitled Indefinite Quantity (FAR 52.216-22).

(c) Individual task orders will specify a beginning date (OF 347, Block 1) and an ending date (Section F therein). Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer (modification).

F.3 CONTRACT PROGRESS REPORT - (MAY 1999)

A. A Contractor which has been awarded one or more task orders shall provide monthly overall progress reports. The progress reports shall be provided to the Contracting Officer or his designee not later than the 15th of each month. The reports shall be submitted in a designated format. The Government may require submission of reports electronically in a format to be specified.

B. The monthly progress reports shall address all activity under the contract through the last day of the previous month.

C. The monthly progress report shall contain the following information:

(1) A listing of all new task orders accepted for the preceding month, including, for each:

- a. Task order number and date of issuance;
- b. Brief description of work covered by task order, including estimated hardware/software amounts (if applicable);
- c. Amount obligated under task order;
- d. Total potential task order amount (including options);
- e. Key milestones (including date of first and last deliverable);

- f. Subcontractor information, if applicable (including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s));
 - g. Type of task order (CPFF); and
 - h. Key personnel assigned to task order, including prime Contractor contact point and phone number for task order.
- (2) A listing of all ongoing task orders (excluding those from paragraph (1) above) including:
 - a. Task order number and date of issuance;
 - b. Any modifications to the task order;
 - c. Summary of dollars expended to date per task order;
 - d. Estimated percentage of work yet to be completed on the task order;
 - e. Progress in meeting subcontracting goals and performance measures under the task order (if applicable); and
 - f. Any updates/revisions to the information provided under paragraph (c)(1) of this clause.
- (3) A listing of all completed task orders, including:
 - a. Task order number and date of issuance;
 - b. Number and value of modifications issued for the task order;
 - c. Completion date of task order and whether or not inspection and acceptance has been performed by Government;
 - d. Total dollar amount of task order, including modifications;
 - e. Success/failure in meeting subcontracting goals and performance measures under the task order (if applicable);
 - f. Any updates/revisions to the information provided under paragraph (C)(1) or (C)(2) of this clause; and
 - g. Status of performance evaluation comments.
- (4) Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of any task order and any perceived problems which affect the base contract.
- D. The data required in paragraphs (A) through (C) above, along with other relevant information required, shall be subject to inclusion in a past performance database developed and maintained by the Government.

F.4 MONTHLY TASK ORDER PROGRESS REPORTS - (MAY 1999)

A monthly progress report shall be submitted for each task order. The Volpe Center may require that the report be submitted in a designated format. At a minimum, the report will cover the following items:

- A. The work performed during the previous month.
- B. Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of the task order.
- C. Detailed technical description of the work planned for the next reporting period.

- D. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order.
- E. An up-to-date schedule of the work performed and work to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time.

F.5 MONTHLY TASK ORDER COST REPORTS - (MAY 1999)

Monthly cost reports will be submitted by the Contractor, except for fixed price tasks, setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task including subcontract hours, and (2) elements of cost by direct loaded labor dollars, subcontracts, and other direct costs, etc., which have been incurred and/or committed. Proprietary rate information should not be disclosed. The costs that have been committed but are unpaid to date will be noted. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the Contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the Contractor shall also make its current assessment of completing the remaining work within the remaining funds. A graph shall be prepared by the Contractor using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the Task Order. THE SUBMISSION OF THESE REPORTS DOES NOT RELIEVE THE CONTRACTOR OF ITS RESPONSIBILITY UNDER THE LIMITATION OF COSTS OR FUNDS CLAUSES, APPLICABLE TO EACH TASK ORDER AND IDENTIFIED IN SECTION I OF THIS CONTRACT. The Volpe Center may require that the report be submitted in a designated format.

F.6 TECHNICAL REPORTS - TASK ORDER CONTRACTS (SEP 1999)

Task orders that identify technical reports as a deliverable will culminate in one of two types: letter type or technical. The letter type will be used primarily for smaller tasks such as data validation, field support, task planning documents, literature searches, analysis plans, conference planning documents, and schedules. A formal technical report may be required for major tasks and may include earlier letter type reports as subsections. The task order will specify the type of reports as well as the formatting and the number of copies required. The reports submitted shall be subject to review and approval by the Volpe Center Contracting Officer's Technical Representative (COTR) or Task Order COTR and, if necessary, will be modified and resubmitted. The Contractor shall submit a final report incorporating the COTR's comments on the draft final report. The number and delivery schedule will be specified in each task order. Most final reports shall be submitted on disks and in hard copy in a format specified in the task order.

F.7 REPORTS OF WORK - REPORT DISTRIBUTION - (MAY 1999)

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract entitled "Printing."

A. Contract Progress Report:

- 1 copy Contracting Officer or Administrative Contracting Officer (ACO)
- 1 copy Contracting Officer's Technical Representative (COTR)

B. Monthly task order Progress Reports:

- 1 copy CO/ACO
- 1 copy COTR
- 1 copy task order COTR (as applicable)

C. Monthly task order Cost Reports:

- 1 copy CO/ACO
- 1 copy COTR
- 1 copy task order COTR (as applicable)

D. Technical Reports

The number of copies and recipients will be determined in each task order. The Contractor shall provide a copy of the cover letter transmitting final submission of technical deliverables to the designated ACO.

F.8 WARRANTIES - (MAY 1999)

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the Contractor shall ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

F.9 LICENSES - (SEP 1999)

With respect to any computer software, databases or other licensed product, acquired for use by to the Government, the Contractor shall ensure that the license, together with any associated rights, shall run to or automatically be assigned to the Government.

SECTION G - CONTRACT ADMINISTRATION DATA**I. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)****G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)**

a. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

b. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative CO (ACO) may be designated by the CO. The duties of an ACO include but are not limited to analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the CO, and approving Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the CO. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the CO of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Technical Representative: Task Order Contracting Officer's Technical Representative:
The Contracting Officer may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual task order.

G.3 ORDERING - (MAY 1999)

A. The Government will order any supplies and services to be furnished under this contract by issuing by mail, facsimile, or electronically task orders on Optional Form 347 or an agency prescribed form. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Designated Administrative Contracting Officers

B. A Standard Form 30 will be used to modify task orders.

C. An authorized representative of the Contractor shall acknowledge receipt of each task order within three (3) calendar days.

D. Each task order issued may incorporate the Contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or award fee or a total fixed price in the case of a fixed price task order set forth as a ceiling price as applicable. If the task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the Contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.

E. Under no circumstances will the Contractor start work prior to the issue date of the task order unless specifically authorized to do so by the ordering officer. Any work commenced prior to the date of authorization or task issuance will be considered unauthorized and will not be subsequently ratified.

G. 4 TECHNICAL DIRECTION

Performance of the work hereunder shall be under the technical direction of a Contracting Officer's Technical Representative (COTR). As used herein, "technical direction" is limited to directions to the contractor that fill in details or otherwise complete the general description of work set forth in the contract. This direction may not include new assignments of work, or may not be of such a nature as to cause an increase or decrease in the estimated cost of the contract, or otherwise affect any other provision of this contract.

G.5 ACCOUNTING AND APPROPRIATION DATA - (MAY 1999)

Each individual task order shall specify the Accounting and Appropriation Data from which payment shall be made.

G.6 INCREMENTAL FUNDING OF TASK ORDERS (DEC 1998)

Pursuant to FAR 52.232-22, Limitation of Funds (APR 1984), incorporated by reference herein, task orders issued under this contract may be incrementally funded.

A. When a term form task order is incrementally funded, the following clause will be set forth in full in the task order:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

(1) The amount available for payment for this incrementally funded task order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee is increased from \$_____ to \$_____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract.

(2) The estimated level of effort applicable to the incremental funding provided herein is_____ professional labor-hours.

(3) The incremental funding provided herein is estimated to be adequate for services performed through _____.

B. When a completion-type task order is incrementally funded, the following clause will be set forth in full in the task order.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

(1) The amount available for payment for this incrementally funded task order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee is increased from \$_____ to \$_____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only. The fixed-fee will be payable in accordance with other clauses of the contract

(2) The incremental funding provided herein is applicable to the tasks and deliverables specified in _____.

G.7 PAYMENT AND CONSIDERATION - COST-PLUS-FIXED-FEE (MAY 1999)

CONSIDERATION - COST-PLUS-FIXED-FEE

(1) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed \$(TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the Contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the Contractor a fixed fee of \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.

(2) The Contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.

(3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

G.8 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS - (MAY 1999)

A. One original and five copies of an invoice or contract financing requests or invoices shall be submitted covering the amount claimed to be due and services rendered and cost incurred there under. Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task. However, all interim payment requests for tasks under the contract must be submitted concurrently each month and only one contract level completion invoice shall be submitted. The completion (final) invoice is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform all task orders issued under the contract. This contract-level voucher should include all reserves, allowable cost withholdings, balance of fixed fee, etc. The final contract level invoice shall include current and cumulative charges for amounts claimed under each task by major cost element and the fixed fee relative to each task. NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.

B. In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:

(1) Consecutively number each interim payment request beginning with No. 1 for each task.

(2) The voucher shall include current and cumulative charges by major cost element such as direct labor, overhead, and other direct costs. Cite direct labor hours incurred by the prime contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.

(3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.

(4) When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending period as the monthly progress report.

(5) Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition, Contractors are required by the CFA to submit billing rate proposals, usually no later than 30 days after the close of its fiscal year, for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The Contractor's failure to provide

the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be utilized by the Contractor for cost reimbursement.

G.9 PAYMENT OF FEE - COST-PLUS-FIXED-FEE - (MAY 1999)

A. For term-type task orders, fixed fee specified in the task order will be paid at the completion of the task order. The amount of such payments will be based on the ratio of direct professional labor hours expended during the covered period to the direct professional labor hours specified in the Task Order. Direct professional labor hours include only the labor categories specified for the Task Order such as engineers, scientists, technicians, statisticians, and programmers and not administrative or support personnel such as company management, typists, and key punch operators, even though such administrative personnel are normally treated as direct labor by the Contractor. At the time of issuance, a term-type task order will state the requirements for earning full fixed fee by including one of the following clauses:

(1) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that the level of effort specified in the Task Order has been expended. If fewer direct labor hours are provided than set forth in the Task Order, the fee will be adjusted downward for each hour not provided.

(2) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that at least 90% of the level of effort specified in the Task Order has been expended. If the Contractor provides less than 90% of the level of effort specified in the Task Order, the fixed fee will be adjusted downward based on each hour not provided of the full level of effort specified. The Government may require the Contractor to provide additional effort up to 110% of the level of effort specified in the Task Order until the estimated cost has been reached without any increase in the fixed-fee.

C. If a performance is considered satisfactory, the Government shall make payment of fee at the completion of the work under the issued task order. The Contractor shall be required to complete the specified end product (e.g., a final report or working system) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed fee payable will be based on the Contracting Officer's determination of the percentage of completion of the specified end product(s).

G.10 PERFORMANCE EVALUATIONS (DEC 1998)

A. Performance evaluations will be done for each completed task order over \$500,000 and for selected tasks for lower amounts as determined by the Contracting Officer. Performance evaluations shall be completed annually for each contract period. (The performance evaluation form shown in Attachment J.2, or equivalent form, shall be used.)

B. The Contracting Officer or designee shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The Government will consider any comments provided by the Contractor before finalizing the Performance Report and the Contractor's comments will be attached to the Report.

G.11 VOUCHER REVIEW - (MAY 1999)

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

G.12 TRAVEL AND PER DIEM (JULY 2000)

Travel by air will be reimbursed at actual, not to exceed coach fare. Travel subsistence reimbursement will be authorized under the rates and conditions of the Federal Travel Regulations and the Department's Travel Manual (DOT 1500.6A). Per diem will be reimbursed at actuals, not to exceed the per diem rates set forth in the Federal Property Management Regulations (FPMR) 41 CFR Chapter 101, Chapter 7, General Services Administration (GSA) Bulletin FPMR A-40 Supp- (in effect at time of travel), or at said per diem rates regardless of actual cost, whichever is in accordance with the contractor's standard accounting practice or disclosure statement. The per diem allowance shall not be allowed when the period of official travel is 12 hours or less during the same calendar day. Travel by privately owned vehicle will be reimbursed at the current GSA-approved mileage rate.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NON-PERSONAL SERVICES (DEC 1998)**

A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

B. The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

C. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.3 ISSUANCE OF TASK ORDERS (MAY 1999)

(a) Under this contract, as firm work requirements materialize, within the period of performance set forth herein, and within the funds allotted hereunder, the Contracting Officer will direct the Contractor to perform work as described in Section C. The Contracting Officer will issue such directions to the Contractor in the form of Task Orders (TOs). Prior to issuance of any TO, the Contracting Officer will discuss with the Contractor the work to be performed, the timing thereof, and will negotiate the estimated cost thereof. In the event that agreement cannot be reached on the estimated cost of any TO, the Contracting Officer may unilaterally determine the estimated cost of that TO. In such event the Contractor may seek relief or remedies as set forth in the Disputes clause. Except as specifically provided herein, the Government makes no representation as to the number of Task Orders or the actual amount of work which will be assigned. The Contractor shall not perform any work hereunder nor incur any cost hereunder, until it receives a specific Task Order signed by the Contracting Officer. Each Task Order will contain as a minimum, the following:

1. Sequential number.
2. Statement of the problem.
3. Scope of work effort.
4. Reporting requirements.
5. Time schedule of performance.
6. Estimated level of effort to be expended.
7. Estimated cost.
8. Required signature.
9. Delivery, inspection and final acceptance points.

(b) If a Task Order will culminate in a report the TO will specify the type of report and format required.

H.4 SALES TAX EXEMPTION - (SEP 1999)

A. The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

B. The Contractor will be provided with Tax Exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement. Notwithstanding the terms of the Federal, State, and Local Taxes clause, the Contractor shall state separately on its vouchers the amount of state sales tax, and the Government agrees to either to pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00 to provide evidence necessary to sustain the exemption.

H.5 LEVEL OF EFFORT NOTIFICATION (DEC 1998)

A. The Contractor shall notify the Administrative Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort that the Contractor expects to incur under any term type task in the next 30 days, when added to the level of effort previously expended in the performance of that task order, will exceed 75% of the level established for that task order;

(2) The level of effort required to perform a particular task order will be greater than the level of effort established for the task order.

B. Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending on whether the task order is fully funded or not, applies independently to each task order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clause.

H.6 HANDLING OF DATA - (MAY 1999)

A. The Contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions that restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; nor

(2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

B. In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

C. Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the Contracting Officer promptly after award.

D. The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

E. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that

(1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;

(2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;

(3) use of an alternate subcontract source would reasonably detract from the quality of effort; and

(4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

F. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

G. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

H. As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

H.7 TECHNOLOGY UPGRADES/REFRESHMENTS (DEC 1998)

After issuance of a task order, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the hardware, software, specifications, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements, or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price or cost proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the task order. As a minimum, the following information with each proposal:

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) Itemized requirements of the task order that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (3) An estimate of the changes in performance and price or cost, if any, that will result from adoption of the proposal;
- (4) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software);
- (5) A statement of the time by which the task order modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the task order including supporting rationale; and
- (6) Any effect on the task order completion time or delivery schedule shall be identified.

The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

If the Government wishes to test and evaluate any item(s) proposed, the Contracting Officer will issue written directions to the Contractor specifying what item(s) will be tested, where and when the item(s) will be tested, to whom the item(s) is to be delivered, and the number of days (not to exceed 90 calendar days) that the item will be tested.

The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to the task order. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing task order.

If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the price, Cost-Plus-Fixed-Fee, or Cost-Plus-Award-Fee shall be in accordance with the procedures of the applicable "Changes" clause. The resulting task order modification will state that it is made pursuant to this clause.

H.8 SECURITY CLEARANCE (DEC 1998)

Some task orders may require access to classified information. The Contractor must possess and maintain a Secret Facility Security Clearance in accordance with the Industrial Security Regulation (DOD 5220.22R) for the receipt, generation, and storage of classified material. The Contractor must possess the clearance at time of task order award. The Contractor shall be responsible for ensuring compliance by its employees and subcontractors with the security regulations of the Government installation or other facility where work is to be performed.

H.9 SEAT BELT USE POLICIES AND PROGRAMS (APR 2000)

In accordance with Executive Order 13043, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information on how to implement such a program, or statistics on the potential benefits and cost-savings to companies or organizations, can be found in the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

This clause should be included in all contracts, subcontracts, and grant agreements entered into by the contractor as a result of this award.

H.10 TASK ORDER LIMITATIONS (DEC 1998)

(a) The issuance of Task Order(s)(TO)hereunder does not relieve the Contractor of its responsibilities under Clause 52.232-22, Limitation of Funds, and/or FAR 52.232-20, Limitation of Costs. The applicable clause, Limitation of Funds (LOF), for incrementally funded TOs and Limitation of Costs (LOC), for fully funded TOs apply to individual TOs as well as to the contract as a whole.

(b) Costs incurred under a TO shall relate only to the performance of the work called for in that TO. The level of effort or the funds allocated to a TO may not be applied to work under any other TO issued under the contract without the written authorization of the Contracting Officer.

(c) The term "TO" shall be substituted for "schedule" wherever the word appears in FAR clauses 52,232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as specified. In the event that fully funded work orders are issued under a TO, the provisions of the appropriate clauses shall apply to each work order as if it were a TO.

H.11 PERFORMANCE AND PAYMENT BONDS

The contractor shall provide a letter with their proposal from their surety stating their bonding capability is a minimum of \$6,000,000. A performance bond and payment bond in the amount \$25,000.00 is required to be provided within 20 days of contract award. The Contracting Officer may determine that it is necessary to increase the amount of the bond(s) to protect the Government as the number of task orders increases throughout the contract period. The contractor shall flow down bond requirements to subcontractors as deemed necessary by the prime contractor in order to protect its interests.

H.12 WAGE RATES AND FRINGE BENEFITS

The Contractor shall pay as a minimum to all employees the Davis-Bacon wage rates or Service Contract Act wages and fringe benefits as set forth in each Task Order. The Government will provide the determination by Task Order as to whether Davis Bacon or Service Contract Act applies. Davis Bacon Act wage determinations for the site will be provided to the contractor with Task Order Request for Proposal, if determined applicable. Service Contract Act Wage Determination is included in the contract as Attachment J.3.

H.13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REQUIREMENTS

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, and 5 are herein incorporated by reference in this contract.

H.14 EQUIPMENT USAGE

In its proposal submitted in response to a Task Order Request for Proposal, the contractor shall provide a cost/price analysis showing the total equipment costs necessary for the task order. The analysis should show that the contractor is utilizing the most efficient, cost effective manner of either subcontracting locally for the equipment or providing its own.

H.15 SPECIAL CORRESPONDENCE REQUIREMENTS

a. Correspondence. Copies of all correspondence with other government agencies required by the performance of the contract shall be furnished to the Contracting Officer or TOCOTR (as applicable) immediately upon issue or receipt. All Contractor correspondence with the customer, public, various regulators (State and Federal), and with USEPA, unless specified otherwise in this contract, shall be through the TOCOTR. Cover letters shall be appropriately addressed with "TO:" and "THROUGH:" headings.

b. Conversation Records. The Contractor shall maintain a record of all telephone and verbal correspondence regarding information related to the performance of each task order. The record shall identify the parties involved and a summarization of the salient point(s) of the conversation. The contractor shall make these records available to the CO or TOCOTR upon request.

c. Written Correspondence. The Contractor shall maintain files containing the written correspondence pertaining to each task order separate from other files. The Contractor shall provide a copy of correspondence received from, or sent to parties, other than those of this agreement, which pertain to each task order upon request.

d. Correspondence with the Public. The Contractor shall not release information to the public which pertains to the work of this contract, without the approval of the Contracting Officer, COTR or TOCOTR. Requests for information made by the public shall be forwarded to the Contracting Officer or TOCOTR. Written requests shall be copied and forwarded to the Government for action.

e. Correspondence with News Media. The Contractor shall not make available to the news media or publicly disclose any data generated or reviewed under this contract. When approached by the news media, the Contractor shall refer them to the Contracting Officer, COTR or TOCOTR for response.

H.16 TASK ORDER CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS

The contractor shall provide a Conflict of Interest (COI) certification with the proposal submitted in response to each Task Order Request for Proposal. The Contractor shall search its records accumulated over the previous three years for any potential conflict of interest situations, as described in TAR 1252.209-70(a) and shall obtain the same information from potential subcontractors. Where multiple task orders are issued for the same site, the contractor is only required to submit one certification for the site. The contractor is required to notify the Contracting Officer of any changes or new potential conflict of interest situation that may arise at a site at any time during contract performance.

The certification should include a statement with respect to any identified COIs as required under TAR 1252.209-70(a). In addition, the Contractor must certify, to the best of its knowledge and belief, that all actual or potential conflicts have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential COIs exist. In addition, the Contractor must certify that its personnel who perform work under this Task Order or relating to this Task Order, have been informed of their obligation to report personal conflicts to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts arising during performance of the task order or other work related to the site.

H. 17 MAXIMUM FEE/PROFIT

The Contractor shall propose an appropriate rate of fee per task order depending upon the risk associated with the cost-plus-fixed fee contractual arrangement and the nature of the work in the task order. In no event, shall the fee be more than the percent amount negotiated for the basic contract. For term-type tasks, an overall hourly fee will be determined by dividing the total fixed fee proposed by the direct professional labor hours required.

H. 18 INSURANCE

The contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the contractor under this contract for every state in which work is performed.

- (1) Workman's compensation insurance as required by law of the state.
 - (2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.
 - (3) Property damage liability with a limit of not less than \$100,000 for each accident.
 - (4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.
 - (5) Environmental specialists professional liability insurance coverage, including coverage for legal defense costs, for a negligent professional error, act of omission, including errors, acts or omissions which result in actual, alleged or threatened discharge of pollutants, with limits not less than \$1.0 million per occurrence.
- (b) Each policy shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change to the Contracting Officer at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the contractor shall not change or decrease the coverage without the administrative contracting officer's prior approval(See FAR 28.308(c)).
- (c) A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The Insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.
- (d) If the contractor proposes to self-insure it must demonstrate to the satisfaction of the Contracting Officer its financial responsibility for the amount of self-insurance proposed, including any deductibles. Financial responsibility may be demonstrated by letter of credit, surety bond, escrow account, or other method satisfactory to the Contracting Officer.

- (e) The Government reserves the right to include in requests for Task Order proposals a requirement that the contractor have in place additional pollution liability insurance coverage including automobile bodily injury liability with an MCS-90 pollution liability endorsement and/or pollution liability insurance covering the facilities identified in the Task Order, with coverage for bodily injury, death, loss of or damage to property, off-site cleanup, and legal defense costs, in amounts considered satisfactory by the Government. The Contractor will be reimbursed for the fair and reasonable cost of obtaining required additional insurance, if any. No fee shall be paid on the cost of such insurance.

H.19 SUBCONTRACT APPROVAL

- a. The Contractor's subcontracting plan dated TBD for small, small disadvantaged, and women owned small business concerns in support of this contract, is hereby approved and incorporated herein.
- b. The contractor shall follow the procedures specified in Part 44 of the FAR and FAR clause 52.244-2 when providing advance notification or requesting consent to subcontracts.

H.20 LIQUIDATED DAMAGES

The contracting officer will determine whether liquidated damages will be applicable and the applicable rate on a task order basis. See I.1 52.211-11, Liquidated Damages—Supplies, Services or Research and Development, (SEP 2000) or 52.211-12, Construction (SEP 2000).

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

NUMBER	TITLE	DATE
52.202-1	Definitions.	OCT 1995
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
52.204-2	Security Requirements.	AUG 1996
52.204-4	Printing or Copying Double-Sided on Recycled Paper.	AUG 2000
52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1995
52.211-11	Liquidated Damages-Supplies, Services, Research & Development	SEP 2000
52.211-12	Liquidated Damages-Construction	SEP 2000
52.211-13	Time Extensions	SEP 2000
52.215-2	Audit and Records - Negotiation.	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format.	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data.	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data Modifications.	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data.	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data Modifications.	OCT 1997
52.215-14	Integrity of Unit Prices.	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions.	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	OCT 1997
52.216-7	Allowable Cost and Payment.	MAR 2000
52.216-8	Fixed Fee.	MAR 1997
52.216-18	Ordering	OCT 1995

For the purposes of this clause the blank(s) are completed as follows:
(a) issued through five years from the date of contract award.

52.216-19	Order Limitations For the purpose of this clause the blank(s) are completed as follows: No minimum/maximum amounts of number of days are Specified.	OCT 1995
52.216-22	Indefinite Quantity. For the purpose of this clause the blank(s) are completed as follows: (d) Contractor shall not be required to make any deliveries under this contract after one year from the expiration date of the ordering period.	OCT 1995
52.217-9	Option to Extend the Term of the Contract.	MAR 2000
52.219-8	Utilization of Small Business Concerns.	OCT 2000
52.219-9	Small Business Subcontracting Plan	OCT 2000
52.219-9	Alternate II (OCT 2000)	
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.	OCT 1999
52.219-24	Small Disadvantaged Business Participation Program - Targets	OCT 2000
52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice to the Government of Labor Disputes.	FEB 1997
52.222-2	Payment for Overtime Premiums For the purpose of this clause the blank is completed as follows: (a) zero	JUL 1990
52.222-3	Convict Labor.	AUG 1996
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	SEP 2000
52.222-6	Davis-Bacon Act	FEB 1995
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-13	Compliance with Davis-Bacon and Related Act Regulations	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-16	Approval of Wage Rates	FEB 1988
52.222-21	Prohibition of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity.	FEB 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.	APR 1998
52.222-36	Affirmative Action for Workers with Disabilities.	JUN 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era.	JAN 1999
52.223-3	Hazardous Material Identification and Material Safety Data. Alternate I	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information.	APR 1998
52.223-6	Drug-Free Workplace.	JAN 1997
52.223-14	Toxic Chemical Release Reporting.	OCT 2000
52.224-1	Privacy Act Notification.	APR 1984
52.224-2	Privacy Act.	APR 1984
52.225-1	Buy American Act - Balance of Payment Program - Supplies	FEB 2000
52.225-3	Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program.	FEB 2000

52.225-11	Buy American Act--Balance of Payments Program--Construction Materials under Trade Agreements.	FEB 2000
52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises.	JUN 2000
52.227-1	Authorization and Consent.	JUL 1995
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
52.227-3	Patent Indemnity.	APR 1984
52.227-4	Patent Indemnity - Construction Contracts	APR 1984
52.227-14	Rights in Data - General	JUN 1987
52.227-19	Commercial Computer Software - Restricted Rights.	JUN 1987
52.228-1	Bid Guarantee (20% of the proposed price or \$25,000)	SEP 1996
52.228-2	Additional Bond Security	OCT 1997
52.228-15	Performance and Payment Bonds-Construction	JUL 2000
52.230-1	Cost Accounting Standards Notices and Certification	JUN 2000
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	APR 1998
52.230-4	Consistency in Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest.	JUN 1996
52.232-20	Limitation of Cost. "task order" is to be substituted for "Schedule" whenever word appears in the clause	APR 1984
52.232-22	Limitation of Funds. "task order" is to be substituted for "Schedule" whenever that word appears in the clause	APR 1984
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt Payment.	JUN 1997
52.232-33	Payment by Electronic Funds Transfer -- Central Contractor Registration	MAY 1999
52.232-34	Payment by Electronic Funds Transfer -- Other Than Central Contractor Registration.	MAY 1999
52.233-1	Disputes.	DEC 1998
52.233-3	Protest after Award.	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigations & Conditions Affecting the Work	APR 1984
52.236-18	Work Oversight in Cost Reimbursement Construction Contracts	APR 1984
52.236-19	Organization and Direction of the Work	APR 1984
52.236-27	Site Visit (Construction) (b) To be determined in each Task Order	FEB 1995
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	APR 1984
52.239-1	Privacy or Security Safeguards.	AUG 1996
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	OCT 1995
52.242-4	Certification of Final Indirect Costs.	JAN 1997
52.242-13	Bankruptcy.	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-2	Changes - Cost-Reimbursement.	AUG 1987
52.244-2	Subcontracts.	AUG 1998
52.244-5	Competition in Subcontracting.	DEC 1996

52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)	JAN 1986
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation of Liability--Services.	FEB 1997
52.247-63	Preference for U.S.-Flag Air Carriers.	JAN 1997
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels	JUN 2000
52.249-6	Termination (Cost-Reimbursement)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

I.2 II. TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)

NUMBER	TITLE	DATE
1252.209-70	Disclosure of conflicts of interest	OCT 1994
1252.223-71	Accident and fire reporting.	OCT 1994
1252.237-70	Qualifications of employees.	OCT 1994
1252.242-72	Dissemination of contract information.	OCT 1994
1252.245-70	Government property reports.	OCT 1994

I.3 1252.215-70 KEY PERSONNEL (OCT 1994)

(a) The personnel specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel as appropriate.

(b) Prior to removing, replacing, or diverting any of the specified individuals the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel under this Contract:

Program Manager

I.4 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

This contract is subject to the written approval of the Head of the Contracting Activity and shall not be binding until so approved.

I.5 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**I.6 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
(OCT 1998)**

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate commercial items or non-developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O.). 11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I. 7 52.222-41 - SERVICE CONTRACT ACT OF 1965, AS AMENDED (May 1989)

(a) *Definitions.* "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.*

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2) (i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv) (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the

Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.*

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act --

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such

list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's certification.*

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment.*

Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips*. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision --

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) *Disputes concerning labor standards*. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

I. 8 52.222-42 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

The place of performance of task orders is unknown at this time. The equivalent wage rates for Federal Hires can be found at the following website:
<http://www.opm.gov/oca/payrates/index.html> .

I. 9 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following

*To be determined,

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

SECTION J - LIST OF ATTACHMENTS

Attachment J.1 - Personnel Requirements

Attachment J.2 - VNTSC Form 4200.7, Past Performance Evaluation Form

Attachment J.3 - Service Contract Act - Wage Determination

Attachment J.4 - Performance Bond/SF-25

Attachment J.5 - Payment Bond/SF-25A

Attachment J.6 - Affidavit of Individual Surety

Attachment J.7 - Davis Bacon Act - Wage Determination

Attachment J.8 - Bid Bond / SF-24

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
OR QUOTERS**

K.1 SIGNATURE - (MAY 1999)

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth therein, and that he/she has been authorized to do so on behalf of the Offeror.

Signature

Typed Name, Title

Offeror

Date

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

**K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other _____

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____
TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it [] is a women-owned business concern.

K.5 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have * have not *, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

(C) Are * are not * presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(ii)(A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has * has not * within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--

(1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or

(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has * has not *, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is (SIC-1799 NAICS-569210).

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.*] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Oct 2000).

(6) *[Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that -

(a) It (___) has, (___) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It (___) has, (___) has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that -

(a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

____ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.12 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address
of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and
Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] yes [] no

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - SOLICITATION PROVISIONS

52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.215-1	INSTRUCTIONS TO OFFEROR'S - COMPETITIVE ACQUISITION	FEB 2000
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.222-24	PREAWARD ONSITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB 1999
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY 1999
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT 1997

II. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12 CLAUSES)

1252.209-70	DISCLOSURE OF CONFLICTS OF INTEREST	OCT 1994
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III. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - FULL TEXT PROVISIONS**L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCTOBER 1997)**

Submission of cost or pricing data is not required. Provide information in cost/business proposal instructions.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery/indefinite-quantity contract with task orders to be issued on a cost-plus-fixed-fee, and a firm fixed price basis resulting from this solicitation. (See also Section B.1.B).

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Linda Byrne, DTS-852
55 Broadway
Cambridge, MA 02142-1093

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 INQUIRIES

Any inquiries or correspondence pertaining to the Request for Proposal must be received not later than fourteen (14) calendar days after issuance of this RFP. Address all written inquiries to:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Linda Byrne DTS-852
55 Broadway
Cambridge, MA 02142

The envelope must reference the solicitation number and the mail code. Questions may also be submitted by email to **byrne@volpe.dot.gov** or by fax at (617) 494-3024. Any questions received after this date will be answered only if determined by the CO to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form is to be directed to technical personnel. Any additions, deletions, or changes to this procurement will be made by amendment to the RFP. Each amendment will be identified by number and receipt thereof will be acknowledged by each offeror. Consistent with the dissemination of the RFP, **any amendment will be posted on the Volpe Center Acquisition Division internet home page** (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

L.6 COST/BUSINESS PROPOSAL INSTRUCTIONS

A. INTRODUCTION

The cost/business proposal will permit the Government to determine whether the proposed costs demonstrate cost realism.

"Cost realism" as defined in FAR 15.401 means the costs in an Offeror's proposal are:

1. Realistic for the work to be performed;
2. Reflective of a clear understanding of the requirements; and
3. Consistent with the various elements of the Offeror's technical proposal.

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere.

The cost/business proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in the cost/business proposal, or the correction of minor omissions or errors that do not alter the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, the Offeror is advised that failure to provide the required schedules and supporting documentation may result in the rejection of its offer if it is in the Government's best interest, rather than opening discussions.

The Offeror's cost/business proposal will be evaluated for compliance with the RFP instructions. Proposed costs will be evaluated for reasonableness and realism. The Government will calculate probable cost that will be used for best value determination.

To facilitate cost/business proposal preparation, a checklist is provided for use by the prime Offeror and each subcontractor. The checklist should be completed and submitted as part of the proposal.

For evaluation purposes, Offerors are required to propose estimated costs using the hours provided below. Hours provided are for one year only. Hours should be apportioned between the prime and its subcontractors in a manner consistent with the Offeror's technical proposal. Offerors should assume that 70% of the proposed effort will be for Cost plus fixed fee Task Orders and 30% for Firm Fixed Price Task Orders.

PROFESSIONAL			
Category	Hours	Category	Hours
Program Manager	200	Health & Safety Manager	2,000
Project Manager	2,500	Chemist	200
Senior Civil Engineer	200	Mechanical Engineer	100
Senior Environmental Engineer	200	Environmental Scientist	250
Senior Chemist	200	Laboratory Technician	250
Senior Regulatory Specialist	200	Regulatory Specialist	500
Senior Environmental Scientist	200	Industrial Hygienist	500
Senior Structural Engineer	50	Draftsperson	500
Senior Mechanical Engineer	100		
Certified Indus Hygienist	300		
Civil Engineer	1,000		
Environmental Engineer	1,000		
TOTAL PROFESSIONAL			
OTHER LABOR			
Laborer	18,000		
Equipment Operator	12,000		
Truck Driver	12,000		
Asbestos Worker	5,000		
Carpenter	1,000		
Electrician	1,000		
Plumber/Pipe Fitter	1,000		
TOTAL OTHER LABOR			
ADMINISTRATIVE			
Identified and Estimated by Offeror			
TOTAL LABOR			

Although the task ordering period is five years, the cost/business proposal instructions require that labor be priced out for evaluation purposes assuming a performance period of only one year, May 1, 2001, to April 30, 2002. This is done because escalation is difficult to project accurately for a five-year period; actual escalation during performance is not likely to be significantly different among Offerors during performance if calculated in the same way; and escalation is not considered a discriminator for selection purposes.

RFP-stipulated amounts for Other Direct Costs (ODC) are provided in the detailed instructions.

All fees negotiated with subcontractors must be within the statutory limit of 10 percent of the estimated subcontract costs as specified in FAR 15.404-4(c)(4)(i)(C). This fee limitation applies to the prime's effort and any subcontractor.

Costs that Offerors classify as "other direct costs" (ODCs) also vary from firm to firm. Therefore, in addition to the RFP-stipulated ODCs, which is for subcontracted materials, equipment rental and services along with travel costs incurred during performance, each Offeror and subcontractor must include an amount for ODCs based on its own accounting system and experience and provide rationale for the estimates. The categories of cost must be identified.

If any of the cost/business proposal instructions appear incompatible with established/approved accounting practices, Offerors shall notify the CO within 14 calendar days of the issuance date of the RFP (see L.2.G.).

B. FORMAT

In addition to the requirements set forth in Section L.3, the cost/business proposal shall be submitted in three sections as follows:

- Section I - Solicitation Documents
- Section II - Information Other Than Cost and Pricing Data
- Section III - Business Proposal

C. SECTION I - SOLICITATION DOCUMENTS

In this section, Offerors shall submit a completed and signed SF 33 (page 1 of the solicitation), including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

D. SECTION II - INFORMATION OTHER THAN COST AND PRICING DATA

In this section, Offerors will be provided with detailed instructions (Part 1) and an explanation of the cost/business proposal checklist and schedules (Part 2).

PART 1 - DETAILED INSTRUCTIONS

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet and Schedules 2 through 8 should support it. In addition, as discussed in Paragraph L.2.E., Offerors should ensure consistency between the technical and the cost/business proposals. **All costs, rates, factors, and calculations must be shown and supporting rationale and documentation included.**

Accounting System Approval

The Government does not anticipate requesting accounting system reviews before contract award. However, Offerors are ineligible to receive task orders until their accounting system has been approved by the Defense Contract Audit Agency (DCAA) or other cognizant audit agency.

The Volpe Center cannot approve a cost-type subcontract to a proposed subcontractor that does not have an approved accounting system.

As the Government intends to make award without negotiations, an Offeror must indicate how it will accommodate the inclusion of a subcontractor that does not have an approved accounting system without involvement of the Volpe Center.

Labor

Provide the proposed unloaded hourly labor rates for the labor categories defined in Attachment J. 1 on Schedule 5. Show calculations used to compute the proposed direct labor rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories. Explain your approach and show how the educational and experience requirements in the RFP relate to your company categories.

Attachment J. 7 to the RFP is the Davis Bacon Act Wage Rates for Laramie County, Wyoming. For proposal purposes offeror shall assume the hours proposed for site employees will be worked in Laramie County, Wyoming. The chart below shows the minimum Davis Bacon Act Wage Rates for Laramie County.

Davis Bacon Act Minimum Wage Rates - Laramie County, Wyoming

Category	Minimum Wage	Minimum Fringe Benefit
Laborer	8.19	
Equipment Operator	12.41	1.60
Truck Driver	9.98	
Carpenter	12.18	2.05

Any category not listed in wage determination shall be proposed in accordance with company normal estimating rates for that area of the country.

Provide the current labor rates from payroll records and show those labor rates escalated to the cost proposal performance period for individuals whose resumes are provided in the technical proposal. If any individual's labor rate is 5 percent more or less than the proposed labor rate for that category, show calculations and provide a narrative addressing cost-realism for the proposed labor cost.

Uncompensated Overtime

All Offerors should state clearly whether or not uncompensated overtime is included in the proposal. Uncompensated overtime is defined in FAR 52.237-10 as "the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours."

If uncompensated overtime is used in this proposal, the Offeror must have an accounting system to record all hours worked. Show how it is incorporated into the proposal and its cost impact. Provide an explanation of your cost accounting treatment of uncompensated overtime and a copy of your policy.

If uncompensated overtime is proposed at the task order level, Offerors will be required to provide uncompensated overtime hours during performance.

Administrative Labor

The Administrative Staff hours must be estimated by each Offeror and subcontractor because different accounting practices will impact the hours required. The rationale for the estimate must be included.

Administrative labor that is not described and priced out will not be billable during performance without prior CO approval.

Offerors should describe the accounting treatment of the following labor functions: contract administration, subcontract administration, clerical activity, work status reporting, financial reporting, and project reporting.

Indirect Rates

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases on Schedule 8.

Include all rates that the Offeror maintains in its accounting records that may be used during performance of this contract. Disregard those rates that the contractor does not maintain, and use continuation sheets for additional rates whenever necessary.

Identify indirect rates that a Government audit agency has approved for forward pricing. If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707(b)(1) to determine whether or not ceilings should be utilized and, when appropriate, propose ceilings.

Other Direct Costs (ODCs)

(1) RFP-Stipulated ODCs for Travel

The Offeror will be required to travel during performance to locations not now determinable. The RFP-stipulated amount of \$168,000 for travel for one year should be apportioned between the prime and its subcontractors in a manner consistent with the apportionment of labor hours. Travel cost should be burdened in accordance with established accounting practice.

(2) RFP-Stipulated ODCs for Equipment

The Offeror will be required to provide equipment under various task orders. For evaluation purposes, a total of \$1,400,000 for equipment costs for one year must be included in the prime Offeror's ODC proposal and apportioned to subcontractors in a manner consistent with the apportionment of labor hours. The contractor will either subcontract to local firms or provide their own equipment; whichever is more cost effective to the Government. Equipment cost should be proposed in accordance with established accounting practice.

(3) Other Offeror-Estimated ODCs

For evaluation purposes, a total of \$1,660,000 for one year must be included in the prime offeror's ODC proposal and apportioned to subcontractors in a manner consistent with the apportionment of labor hours for other direct costs. These other direct costs are not for equipment or travel but for estimated disposal costs, supplies and other site related other direct costs. Offerors should identify, and estimate amounts for, any additional ODCs which are anticipated to support the proposed effort. ODCs not identified and priced in the Offeror's proposal will not be billable during performance without prior CO approval.

(4) Subcontracts

The Government anticipates that subcontracts will be predominantly fixed unit price or cost-plus-fixed-fee. Subcontractors must submit a cost or price proposal in accordance with the cost /price proposal instructions in this section. Subcontracts estimated to exceed \$550,000 should be supported by a Proposal Cover Sheet. All subcontractors must follow the same cost proposal instructions as the prime, except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why their subcontract type is anticipated must be included. The guidance in FAR Part 16 should be followed.

It is the responsibility of the prime contractor to review and evaluate the subcontract proposals and accompanying cost or pricing data and furnish the results of such review to the Government as part of the cost submission, regardless of whether the details are provided to the prime Offeror or separately to the Government. The prime's review should be as detailed as the information provided by the subcontractor directly to the prime permits. A subcontractor whose evaluation is considered insufficient by the Government, either because the data submitted to the Government is incomplete or because the prime fails to conduct and document a comprehensive evaluation, will be deleted from technical consideration and the prime's technical proposal will be evaluated without it.

Escalation

State clearly the escalation rate used to develop the labor rates used on Schedules 5 and 6 and provide rationale.

Cost of Money

Attach supporting calculations if proposed.

Profit/Fee Objectives

The overall fixed fee and profit percentages used in task order proposal preparation during performance may be less than, but may not exceed, the percentages shown in Schedule 3 and used to develop fee amounts in Schedule 2.

All Offerors must complete Schedule 2 & 3. The total cost allocated must match the total cost indicated in Schedule 2, less the cost of money proposed, if any.

The Government may utilize the weighted guidelines method in TAM 1215.9 and Appendix E to evaluate proposed fee/profit for reasonableness. The Offeror's cost/business proposal should contain adequate data and rationale for any consideration it wants included for Contract Risk and Special Factors. There is minimal risk associated with other than the prime contractor's effort, and the fee proposed should reflect this. The managerial and technical efforts necessary for the prime contractor to procure, compete and administer subcontracts may be considered. Consideration is also given as to whether the contractor's purchasing program makes a substantial contribution to the performance of a contract through the use of subcontracting programs involving many sources and the amount of close surveillance by the prime contractor. Analysis is necessary to determine if real cost risk has been transferred to a subcontractor.

For proposal evaluation purposes and to establish maximum fee factors for use during contract administration, all Offerors must make the following assumptions:

(1) The Offeror's proposed cost for direct labor and subcontracted labor shall be allocated 70 percent cost-plus-fixed-fee, 30 percent firm-fixed-price.

(2) The Other Direct Costs for travel in the amount of \$108,000 should be allocated 70 percent to cost-plus-fixed-fee, 30 percent firm fixed price. The fee proposed on travel should be \$0 or minimal due to the minimal risk involved.

(3) The RFP-stipulated amount of \$1,400,000 for equipment should be included in the prime Offeror's proposal and distributed to subcontractors if they are going to provide equipment during performance. It should be allocated as follows: 70% for cost-plus-fixed-fee, 30% for firm-fixed-price. **The fee proposed on equipment should be minimal due to the minimal risk involved.**

(4) The RFP stipulated amount of \$1,660,000 for other direct costs such as disposal, material and other costs, should be allocated 70 percent to cost-plus-fixed fee, 30% firm-fixed-price.

(5) Offeror-estimated Other Direct Cost shall be allocated 70 percent cost-plus-fixed-fee 30 percent firm-fixed-price.

PART 2 - EXPLANATION OF COST/BUSINESS PROPOSAL

CHECKLIST AND SCHEDULES

NOTE: Offerors may modify these schedules (font size, portrait or landscape orientation, etc.) provided the requested information is furnished in similar format.

Cost/Business Proposal Checklist: Prime Offerors and subcontractors should complete and include the checklist in the proposal package.

Schedule 1: "Proposal Cover Sheet". Prime Offerors and subcontractors should complete.

Schedule 2: "Summary of Proposed Costs and Fee/Firm Fixed Price."

Schedule 3: "'Establishment of Maximum Factors and Calculation of Proposed Amounts for Fixed Fee and Profit.'

Schedule 4: "Subcontract Information." Complete the matrix for subcontractor data.

Schedule 5: "Summary of Proposed Labor Cost." The amounts on those schedules should correspond to the amounts for labor in Schedule 2. The hours used to develop the prime Offeror's labor cost must correspond with the allocation of hours shown on Schedule 5.

Schedule 6: "Labor Cost Realism Information." This schedule shows how realistic the labor category rates proposed are, given the rates of the persons whose resumes are provided and the hours each is expected to provide.

Schedule 7: "Allocation of Labor Hours." This schedule shows how the hours are apportioned between the prime and subcontractors.

Schedule 8: "Indirect Rates and Factors." This schedule should be completed consistent with the Offeror's accounting practices, and may be revised as needed.

<u>COST/BUSINESS PROPOSAL CHECKLIST</u>	
	Page Number
Solicitation Documents	
Schedule 1: "Proposal Cover Sheet"	
Schedule 2: "Summary of Proposed Costs and Fee/Firm Fixed Price	
Schedule 3: "Establishment of Maximum Factors and Calculation of Proposed Amounts for Fixed Fee and Profit	
Schedule 4: "Subcontract Information"	
Schedule 5: "Summary of Proposed Labor Cost"	
Schedule 6: "Labor Cost Realism Information"	
Schedule 7: "Allocation of Labor Hours"	
Schedule 8: "Indirect Rates and Factors" plus rationale and supporting documentation	
Rationale for administrative labor hours, if adjusted	
Estimate and rationale for Offeror-estimated Other Direct Costs	
Information describing accounting treatment of administrative and clerical labor	
Statement concerning uncompensated overtime and additional information if proposed	
Cost of Money supporting calculations, if proposed	
*Evaluations of subcontractor proposals	
*Factors for CO's consideration in weighted guidelines fee objective	
*Contract Cost Control Plan	
**Small Business Subcontracting Plan in accordance with FAR 52.219-9	

*Not applicable to subcontractors

**Not applicable to small businesses

Schedule 1

PROPOSAL COVER SHEET			1. SOLICITATION/CONTRACT/MODIFICATION NUMBER		
2a. NAME OF OFFEROR			3a. NAME OF OFFEROR'S POINT OF CONTACT		
2b. FIRST LINE ADDRESS			3b. TITLE OF OFFEROR'S POINT OF CONTACT		
2c. STREET ADDRESS			3c. TELEPHONE		3d. FACSIMILE
2d. CITY	2e.	2f. ZIP CODE	3e. AREA CODE		NUMBER
4. TYPE OF CONTRACT OR SUBCONTRACT (<i>Check</i>) <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPAF <input type="checkbox"/> CPIF <input type="checkbox"/>			5. <input type="checkbox"/> PRIME OFFEROR <input type="checkbox"/> SUBCONTRACTOR		
6. ESTIMATED COST, FEE AND PROFIT INFORMATION					
A. ESTIMATED COST B. FIXED FEE C. PROFIT D. TOTAL PRICE					
7. PROVIDE THE FOLLOWING					
NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY			NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY		
STREET ADDRESS			STREET ADDRESS		
CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE
TELEPHONE	AREA CODE	NUMBER	TELEPHONE	AREA CODE	NUMBER
FACSIMILE	AREA CODE	NUMBER	FACSIMILE	AREA CODE	NUMBER
NAME OF CONTACT			NAME OF CONTACT		
PROPERTY SYSTEM <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined not acceptable <input type="checkbox"/> Never reviewed			APPROXIMATE DATE OF LAST AUDIT		
PURCHASING SYSTEM <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable; <input type="checkbox"/> Reviewed by cognizant contract; administrative agency and determined not acceptable <input type="checkbox"/> Never reviewed			PURPOSE OF AUDIT (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)		
			ACCOUNTING SYSTEM <input type="checkbox"/> Audited and determined acceptable; <input type="checkbox"/> Audited and determined not acceptable; <input type="checkbox"/> Never audited		
8a. NAME OF OFFEROR (<i>Typed</i>)			OFFEROR'S FISCAL YEAR		
8b. TITLE OF OFFEROR (<i>Typed</i>)			9. NAME OF FIRM		
10. SIGNATURE			11. DATE OF SUBMISSION		

Schedule 2 - SUMMARY OF PROPOSED COSTS AND FEE/FIRM FIXED PRICE

Prime or subcontractor name: _____

Direct Labor - Program Manager		\$	_____
Fringe Benefits	Rate	\$	_____
Contractor-Site Overhead	Rate	\$	_____
All other Direct Labor		\$	_____
Fringe Benefits	Rate	\$	_____
Job-Site Overhead	Rate	\$	_____
Subcontracts:		\$	_____
Subcontract Burden:	Rate	\$	_____
Other Direct Costs:			
RFP-Travel		\$	_____
RFP-Equipment		\$	_____
RFP-Other ODCs		\$	_____
Offeror-Estimated ODC		\$	_____
ODC Burden	Rate	\$	_____
Subtotal		\$	_____
G & A	Rate	\$	_____
Cost of Money		\$	_____
Total Costs and COM		\$	_____
Fixed Fee	Rate	\$	_____
Total Cost Plus Fixed Fee		\$	_____
Total Firm Fixed Price		\$	_____
Total Proposed amount(CPFF+FFP)		\$	_____

**Schedule 3 - ESTABLISHMENT OF MAXIMUM FACTORS AND CALCULATION OF PROPOSED
AMOUNTS FOR FIXED FEE AND PROFIT**

Prime name: _____

Fixed Fee				
	Estimated Cost	Range	Assigned Weight	Fee Dollars
Subcontracts; Other Direct Costs; Equipment Usage or Rental Costs; Travel	\$	1-5%	%	\$
Direct Labor - Professional	\$	5-15%	%	\$
Direct Labor - Manual	\$	5-15%	%	\$
All Indirect Costs	\$	6-8%	%	\$
Total	\$			
Cost Risk and Other Factors	\$	0-4%	%	\$
Total Fee				\$

Profit				
	Estimated Cost	Range	Assigned Weight	Profit Dollars
Subcontracts; Other Direct Costs; Equipment; Travel	\$	1-5%	%	\$
Direct Labor - Professional	\$	5-15%	%	\$
Direct Labor - Manual	\$	5-15%	%	\$
All Indirect Costs	\$	6-8%	%	\$
Total	\$			
Cost Risk and Other Factors	\$	0-4%	%	\$
Total Profit				\$

1. Apportion 70% of subcontract costs and other direct costs to the fixed fee table, and 30% to the profit table. Travel and equipment are distributed among the prime and its subcontractors. The amounts remaining in the prime Offeror's proposal should be apportioned 70% to the fixed fee table and 30% to the profit table.

2. Direct labor and indirect costs should be apportioned 70% to the fixed fee table and 30% to the profit table.

3. Enter a factor that reflects cost risk and other factors.

Schedule 4**SUBCONTRACT INFORMATION**

Prime Name: _____

Subcontractor Name	Subcontract Type	Subcontract Value Including Fee/Profit	Total Technical Hours	Total Admin Hours	RFP-Stipulated ODC Allocated to Sub-contractor
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		\$			\$
		Total \$			

Schedule 5

SUMMARY OF PROPOSED LABOR COST

Prime or subcontractor name: _____

CATEGORY	HOURS	UNBURDENED RATE	LABOR COST
PROFESSIONAL			
Contractor-site Labor			
Program Manager*	200	\$	\$
Total contractor-site Labor			
Professional Job-site Labor			
Project Manager	2,500	\$	\$
Sr. Civil Engineer	200	\$	\$
Sr. Environmental Engineer	200	\$	\$
Sr. Chemist	200	\$	\$
Sr. Regulatory Specialist	200	\$	\$
Sr. Environmental Scientist	200	\$	\$
Sr. Structural Engineer	50	\$	\$
Sr. Mechanical Engineer	100	\$	\$
Certified Industrial Hygienist	300	\$	\$
Civil Engineer	1000	\$	\$
Environmental Engineer	1000	\$	\$
Health & Safety Manager	2000	\$	\$
Chemist	200	\$	\$
Mechanical Engineer	100	\$	\$
Environmental Scientist	250	\$	\$
Laboratory Technician	250	\$	\$
Regulatory Specialist	500	\$	\$
Industrial Hygienist	500	\$	\$
Draftsperson	500	\$	\$
OTHER DIRECT LABOR			
Job site			
Laborer	18,000	\$	\$
Equipment Operator	12,000	\$	\$
Truck Driver	12,000		
Asbestos worker	5,000	\$	\$
Carpenter	1,000	\$	\$
Electrician	1,000	\$	\$
Plumber/Pipe Fitter	1,000	\$	\$
Administrative (specify)		\$	\$
Total Job-site Direct Labor		\$	\$

Schedule 7

ALLOCATION OF LABOR HOURS

Prime Name: _____

Labor Category	Prime Offeror	Subcontractors			Total
		A	B	C	
Program Manager					200
Project Manager					2,500
Sr. Civil Engineer					200
Sr. Environmental Eng.					200
Sr. Chemist					200
Sr. Regulatory Specialist					200
Sr. Environmental Scientist					200
Sr. Structural Engineer					50
Sr. Mechanical Engineer					100
Certified Industrial Hygienist					300
Civil Engineer					1,000
Environmental Engineer					1,000
Health & Safety Manager					2,000
Chemist					200
Mechanical Engineer					100
Environmental Scientist					250
Laboratory Technician					250
Regulatory Specialist					500
Industrial Hygienist					500
Draftsperson					500
Total Professional Hours					
Other Direct Labor					
Laborer					18,000
Equipment Operator					12,000
Truck Driver					12,000
Asbestos Worker					5,000
Carpenter					1,000
Electrician					1,000
Plumber/Pipe Fitter					1,000
Total Other Hours					

Schedule 8**INDIRECT RATES AND FACTORS**

Prime or subcontractor Name: _____

Cost Element	Proposed Rate/Factor	Allocation Base
Labor Escalation		Not applicable
Fringe Benefits		
Home Office Overhead		
Job-Site Overhead		
Subcontract Burden		
ODC Burden		
Other (specify)		
G & A		
Cost of Money		

Contractor Fiscal Year Ends:

E. Section III - BUSINESS PROPOSAL**Contract Cost Control Plan**

Describe the system and method used to track and control costs at the task order level, including cost incurred by subcontractors. Explain how potential cost overruns would be identified. Discuss accountability within your organization for tracking and controlling costs.

Subcontract Consent

All Offerors must comply with the consent requirements of FAR Subsection 52.244-2. The Government will review proposals to ensure that the Offeror has addressed the applicable parts of FAR 44.202-2. Since the Government intends to award without discussions, the initial submission must be fully documented. Any failure by an Offeror to fully document that it has met all FAR requirements for the analysis and review of a proposed subcontract such that the CO cannot give consent to a subcontract at the time of award will adversely affect that Offeror's chances for award of a contract under this solicitation.

Offerors are reminded that the successful Offeror, not the Government, will have a contract with any proposed subcontractor(s). The Offeror has the duty to document the reasonableness of the cost/price and to justify the placement of the subcontract even when information from a subcontractor is proprietary and must be submitted directly to the Government. It is the prime's duty to ensure that submissions to be made directly to the Government by a proposed subcontractor are, in fact, made. It is also primarily the Offeror's duty and not the Government's to ensure that the proposed fee under each subcontract does not exceed statutory limits and is reasonable. Other issues, such as unapproved accounting systems and indirect rates that are significantly lower or higher than rates approved for past years, must be resolved by the Offeror prior to the submission date for proposals. If ceilings on the indirect rates of a subcontractor are required, the Offeror must deal with this issue prior to the proposal submission date.

Offerors will have to use their best judgment in allocating labor hours between the prime and its various subcontractors for evaluation purposes. The percentage of involvement of each firm should be based on the Offeror's judgment as to how much each firm will be needed in order to cover the requirements of the SOW and in order to meet the Subcontracting Plan goals, if applicable. This allocation of hours will be evaluated under both the technical and cost proposals.

Since it is uncertain how much business each prime contractor will receive under this contract, the amount of business that will be received under each subcontract for professional labor is even more uncertain. One proposed subcontractor may receive little or no work, and another may receive business far in excess of the hours evaluated under this solicitation. Therefore, most subcontracts for professional labor should be placed on an indefinite delivery/indefinite quantity basis.

The information required to be submitted by the Offeror in support of its review and evaluation of the subcontractor cost proposed for evaluation purposes under this solicitation can meet many of the requirements for subcontract consent. The Offeror can justify the placement of a subcontract with a significantly higher maximum value under an IDIQ contract than the subcontract-evaluated cost under this solicitation. However, the maximum values for each subcontract must be somewhat consistent with the number of hours allocated by the prime to that firm for evaluation purposes under this solicitation. For example, the Offeror should reflect a significantly higher

maximum value in its request for consent for a subcontractor allocated 10,000 hours for evaluation purposes than one listed for 100 hours. There is no overall ceiling on the maximum value of all subcontracts under a prime contract other than what is reasonable to cover the varied requirements under this contract.

The Government anticipates that subcontracts will be predominantly cost-plus-fixed-fee except for consultants, which will be either time-and-material or labor hour. The contract type need not be consistent with the prime for each task order. For example, it is reasonable to expect that cost-plus-fixed-fee subcontracts will be issued under cost-plus-award-fee task orders. In addition, when justified, labor-hour or time-and-material subcontracts are allowed. Offerors are reminded that fees earned by subcontractors are reflected as part of subcontractor cost in the Offeror's cost proposal, and, for example, is not included under available fee under cost-plus-award-fee task orders.

Information required for subcontract consent must be submitted as part of the cost/business proposal. However, the Offeror may refer to information in its cost proposal, if necessary, and need not repeat any review or analysis.

Subcontracting Plan

In accordance with FAR 52.219-9, Offerors that are not small business concerns shall submit a Small Business Subcontracting Plan. The plan must be submitted in accordance with FAR Part 19 and must comply with FAR 19.704. The Offeror shall show the subcontractor's business size, and the percentage and type of workload estimated to be subcontracted out. All cost and technical information must be included in the appropriate sections of the Offeror's proposal in addition to the submission of the subcontracting plan. The Government has established the following goals for this procurement:

<u>Subcontract Awards</u>	<u>Percent of Dollars Awarded</u>
Awards to Small Business	20%
Awards to Small Disadvantaged Business	10%
Awards to Women-Owned Small Business	5%
Awards to HUBzone Business	1%
Awards to Veteran-Owned Small Business	1%

L.7 INSTRUCTIONS FOR TECHNICAL PROPOSAL

INTRODUCTION

Proposals must be structured in accordance with the instructions contained herein.

A. Content

Your technical proposal should be comprehensive and explicit. Elaboration of general corporate or company experience in non-related activities will detract from the quality of your proposal. All qualifications, experience, and capability should relate to the services required by the Statement of Work. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure and will also assure maximum credit being properly assigned to the various aspects of your proposal.

B. Page Limits

The maximum number of pages that may be submitted is as follows:

1. Technical Capabilities

a. Staffing: The total overall page limit for discussion of Staffing including matrix (see Part 1.A.) is 7 pages. Resumes are subject to an overall page limit of 75.

b. Past Performance: The total overall page limit for the summaries of the Offeror's five most relevant contracts is 15. There is no limit for the required list of other current contracts, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.

2. Technical Understanding: Slides for the Oral Presentation:

There is no page limit for presentation slides.

C. Process

The technical evaluation process has been designed to minimize the proposal and evaluation costs of both the Offeror and the Government. It reduces the Offeror's written offer to past performance information and staffing.

The Offerors will be required to make an oral presentation to address all other evaluation criteria. The oral presentation will not constitute discussions and no modifications of or changes to the original offers will be permitted.

The oral presentations will begin as soon as possible after receipt of proposals. Offerors will be notified of their presentation time by facsimile transmission. As part of the notification, Offerors will be informed of the date and time of their scheduled presentation and of the date by which the Government must receive paper copies of any slides to be used in the oral presentation. Offerors may not change their presentation slides or supporting written material after this submission.

All Offerors will be required to submit the copies of slides and written material on the same date and before any oral presentations are held. The Technical Evaluation Team will not be provided with copies of the slides or supporting written material until immediately before each oral presentation. The purpose of this restriction is to reassure Offerors with regard to the fairness and integrity of the oral presentation process.

The presentations will be scheduled as tightly as possible, but the duration of the presentation process will be dependent upon the number of proposals received. The order in which Offerors will make their presentation to the Technical Evaluation Team will be determined by a drawing of lots by the Contracting Officer after receipt of proposals. All Offerors will be asked to confirm their scheduled presentation date and time in writing. Requests from Offerors to reschedule their presentations will not be entertained unless unusual and compelling reasons are presented to the Contracting Officer.

PARTS OF THE TECHNICAL PROPOSAL

PART 1 - TECHNICAL CAPABILITIES (VOLUME II)

The purpose of this section is to evaluate the technical capabilities of the offeror to meet the requirements of the SOW. The technical capabilities will be evaluated using three subcriteria: staffing and past performance.

A. Staffing

The purpose of this section is to evaluate the qualifications of the Offeror's personnel proposed for this contract in terms of technical expertise, experience, education, and qualifications relevant to the functional area requirements of this contract. Resumes shall be submitted in accordance with the requirements outlined below.

a. Program Manager

The Offeror must identify the individual who will serve as the overall Program Manager for this contract and who will be identified under the Key Personnel clause in SECTION I. The individual's resume shall be submitted in accordance with the requirements outlined below.

b. Personnel

The offeror must identify the Personnel that will be used for this contract. Personnel consists of the Project Managers, Certified Industrial Hygienist(s), senior project engineers and senior project scientists. One or more of the Personnel may be personnel from subcontractors if it is intended that they fulfill such a role under this contract. Resumes shall be submitted for all proposed Personnel in accordance with the requirements outlined below.

c. Proposed Technical Staff

The purpose of this section is to assess the capability of the Offeror's proposed staffing and skill mix to satisfy the task areas. The evaluation will consider the overall level of technical expertise, education, and training of the technical staff. Resumes for individual technical staff members are not required.

d. Resume Format

Resumes for the proposed program manager and personnel must be consistent with the Offeror's proposed labor cost presented in the cost proposal. Resumes shall show demonstrated experience in areas similar to the requirements of the Statement of Work. Resumes must also be verifiable in that relevant dates and names and addresses of educational institutions and employers must be provided for all experience, education, and specialized training claimed.

Resumes are subject to an overall page limitation of 75 pages. No more than 30 resumes (inclusive of the Program Manager and other personnel) are to be submitted in accordance with the above breakdown.

e. Staffing Matrix

The Offeror must include a matrix detailing how the Offeror has allocated the level-of-effort required, showing hours by names of individuals for whom resumes have been submitted and the team composition (prime and subs) using the RFP labor category descriptions. The matrix must be consistent with Schedules 4 and 5 in the cost proposal and identical to or consistent with the allocation matrix in the cost proposal. The matrix described above shall be included in the discussion of staffing.

B. Past Performance

Offerors shall submit their past performance information as a separate part of their proposal for both the Offeror and major (over 20 percent of the hours in the cost proposal) proposed subcontractors. Offerors shall submit this past performance data as a separate part of their proposals that is clearly marked and identifiable.

Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and as an evaluation factor. The Government may contact references other than those provided by the contractor and the information received may be used in the evaluation of the Offeror's past performance. Among the factors to be considered is the past performance of large business concerns in complying with Subcontracting Plan goals for small disadvantaged business concerns.

The Offeror must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to ensure that the list includes all prime contracts with a value over \$500,000 with the Federal Government. If the Offeror can demonstrate that including information on all prime contracts with the Federal Government over \$500,000 would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe in its proposal what types of contracts were excluded and what process was utilized to ensure that all prime contracts with the Federal Government over \$500,000 relevant to the Statement of Work were included. However, the list must include all contracts that are clearly relevant such as those applicable contracts reflecting the involvement of the proposed project manager or key personnel. If performance is evaluated for each task order under a contract, the list may be modified accordingly. The list may also include other contracts considered relevant by the Offeror, including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the prime contractor. Include the following information for each contract:

- 1) Name and address of customer
- 2) Contract number
- 3) Contract type
- 4) Total contract value
- 5) Description of contract work
- 6) Contracting Officer's address, telephone number and e-mail address
- 7) Contracting Officer's Technical Representative's address, telephone number and e-mail address
- 8) Administrative Contracting Officer's address, telephone number and e-mail address (if different from item 6)
- 9) List of major subcontractors
- 10) Assessment of relevance to requirements identified in this solicitation.
- 11) Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be submitted for the five most relevant contracts. Copies of reports on other than the five contracts considered most relevant by the Offeror should not be submitted as part of the proposal but may be obtained by the Government if the Government considers the contracts relevant.

- c. From the above list, the Offeror must select no more than five contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the five identified contracts and the Offeror's corrective actions.

The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five cited contracts no later than the due date for receipt of proposals. If the contracting activity has completed a contractor evaluation report and provided a copy to the Offeror, particularly one completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for providing the Volpe Center Contracting Officer with a performance evaluation report from the customer no later than the proposal submission date. If the customer has not developed its own past performance evaluation report form, , the Offeror shall ask the customer to complete VNTSC Form 4200.7, included as Attachment J.2. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unacceptable rating for this criterion. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified timeframe, the negative past performance information will be evaluated as submitted.

- d. Offerors must send a Client Authorization Letter, included as Exhibit A to the Technical Proposal Instructions, to all non-Federal Government references listed in their proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed (or sent electronically by e-mail) to individual references no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters (or e-mails) as part of the Past Performance submission.
- e. If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors that state they have no relevant past performance history and Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.
- f. In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.
- g. If the Offeror does not include past performance history or does not affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.
- h. The overall page limit for the list of the five most relevant contracts (including any information on the problems encountered on the contracts) is 15. This page limit does not apply to the list of other less relevant contracts required, or any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

Exhibit A

Client Authorization Letter

[Company Name]
[Street Address]
[City, State/Province Zip/Postal Code]
[Date]

[Recipient Name]
[Address]
[City, State/Province Zip/Postal Code]

Dear [Client]:

We are currently responding to the Volpe Center Request for Proposal No. _____ for the procurement of _____. The Volpe Center is placing increased emphasis in its acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state/local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
(Offeror's point of contact)

Sincerely,
[Your name]
[Your position]

[Typist's initials]
Enclosure: [Number]

cc: [Name]

PART 2 - ORAL PRESENTATION (VOLUME III)**A. Topics:**

The purpose of this section is to evaluate the technical understanding of the requirements outlined in the SOW. The technical understanding will be evaluated using three subcriteria: 1) technical and management approach; and 2) quality control and health & safety approach and 3) resources. The oral presentation shall not encompass price, cost, or fee.

a. Technical and Management Approach

The Offeror shall use the presentation to provide additional information to allow the Government to fully evaluate the contractor's understanding of the requirements and its proposed approach and allocation of resources to provide the environmental remediation services outlined in the SOW. The Offeror shall provide both narrative and details relative to the roles, responsibilities, and level of involvement of the prime contractor, proposed subcontractors, and individuals. The Offeror shall describe its approach to forming teams as task orders arise, and managing task orders undertaken. The Offeror shall also discuss its approach to responding to problems that could potentially arise on-site such as changing site conditions.

b. Quality Control And Health & Safety Approach

The Offeror shall present sufficient information to allow complete evaluation of its understanding of, approach, and allocation of resources to Quality Control and Health & Safety procedures. The Offeror shall describe how it plans to meet the Quality Control and Health & Safety requirements of the contract and demonstrate that it has the necessary understanding, expertise, and experience to carry out the requirements. The Offeror shall provide both narrative and details relative to the roles, responsibilities, and level of involvement of the personnel responsible for Quality Control and Health & Safety, both on the corporate level as well as the individual on-site level.

c. Resources

The Offeror shall present their available resources for executing the requirements of the SOW. Resources consist of such items as office locations, equipment and technical support capabilities.

B. Facilities and Presentation Media:

All presentations will take place at the Volpe Center, 55 Broadway, Cambridge, Massachusetts, in a meeting room sufficiently large to hold 20 people. The Offeror will present from the front of the room. The offeror is responsible for providing the equipment necessary for their presentation. The Government will provide a screen for slides and an overhead projector. The Government will videotape the presentations.

There is no limitation on the number of slides that an Offeror may use. However, the Government will not consider the slides as stand-alone documents or evaluate the information on the slides except as visual aids to the presentation. When reviewing and evaluating the oral presentations, the Government will not review any slide that was not projected and addressed during the presentation. What the presenters say will take precedence over the information that appears on the slides. The production and use of an excessive number of slides may be detrimental to an Offeror's interest.

The Government will not accept for evaluation any documentation in addition to the information submitted with the proposal.

C. Participants and Attendees:

The Offeror's presentation must be made by the proposed Program Manager and Key Personnel for whom resumes have been provided. The Offeror may bring no more than seven persons to the oral presentation, including no more than two non-presenting Offeror officials or employees. Offerors may not use company senior or general managers or other employees or consultants to make any part of the oral presentation, including responding to questions, unless these individuals have been proposed to play a role as Program Manager or Key Personnel. During the question-and-answer session, all questions will be directed to the proposed Program Manager who may direct one or more of the Key Personnel to respond.

In order to protect the integrity of the oral evaluation process, employees of firms that are included as subcontractors under more than one proposal for this procurement shall not be allowed to participate. At the time of the notification of the date and time for its presentation, an Offeror will be informed by the Contracting Officer if any of its proposed Key Personnel are ineligible to participate. Substitutions for Key Personnel will be allowed only for special circumstances approved by the CO.

The Offeror must direct its presentation to the Technical Evaluation Team. Other Government officials such as the CO, individuals with oversight roles, and an audio-visual specialist will also be in attendance at every presentation.

D. Presentation

The Offeror will have sixty (60) uninterrupted minutes to make its presentation upon the Contracting Officer's direction to begin. The Contracting Officer will strictly enforce the 60-minute time limit. The presentation will begin with the presenter's introduction of himself/herself and other presenters by name, position, and company affiliation. Following the oral presentation, there will be a recess of approximately twenty (20) minutes. The Offeror will then be presented with up to ten "pop quiz" questions related to the Government's requirements and program objectives. The Offeror will have up to five (5) minutes per question for response time. The Government may request clarification of any points arising from the Offeror's presentation which are unclear or which need further support. However, the Offeror will not be able to modify its offer in response to a "pop quiz" question or request for clarification. Any such interchange between the Offeror and the Government will not constitute discussions or communications within the meaning of FAR 15.306(b). The time required for clarifications will not be counted against the Offeror's time limit.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL

- A. Basis for Award. It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. Award will be made to the one responsive and responsible Offeror whose offer provides the greatest overall value to the Government, based on the technical proposal, the cost/business proposal, and other factors. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range.
- B. Order of Importance. The evaluation factors other than cost, i.e., Technical Capabilities and Technical Understanding when combined, are significantly more important than cost in the selection of contractors for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the cost proposal. The cost evaluation will become more significant when the Technical Capabilities and Technical Understanding of Offerors are closer; when these factors other than cost are essentially equal, cost may become the determining factor in making awards.

M.2 TECHNICAL PROPOSAL EVALUATION

General. The technical proposal will consist of a written submission covering Technical Capabilities and an oral presentation in which the Offeror will provide additional information to assist the Government in evaluating its Technical Understanding, as described in detail in Section L.

Criteria for Evaluation. The criteria for evaluation are described below. The two criteria, Technical Capabilities and Technical Understanding, are of equal importance.

A. Technical Capabilities

The purpose of this section is to evaluate the technical capabilities of the offeror. The technical capabilities will be evaluated using two subcriteria: staffing and past performance which are listed in order of importance.

a. Staffing

The purpose of this criterion is to assess (1) the qualifications of the Program Manager, (2) the qualifications of the proposed Key Personnel and (3) the depth and breadth of technical staff available in terms of experience, qualifications, and education relevant to the SOW.

b. Past Performance.

The purpose of this section is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on tasks of the type and complexity described in the SOW. The Offeror's relevant past performance history will be evaluated for the following: (1) relevance to the work described in the SOW; (2) quality of relevant product/service; (3) timeliness of performance; (4) ability to successfully conduct multiple tasks at multiple sites; (5) cost control; and (6) business relations, including (for large business concerns) compliance with Subcontracting Plan goals for small business, small disadvantaged and women-owned business concerns.

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

B. Technical Understanding

The purpose of this section is to provide the Government with additional information to assess and compare the Offerors' technical understanding of the requirements outlined in the SOW. The Offerors' technical understanding will be evaluated using two subcriteria: (1) technical and management approach; and (2) quality control and health & safety approach. Technical and Management Approach is more important than Quality Control and Health & Safety Approach.

a. Technical and Management Approach

Evaluation of this factor will be based on an oral presentation by the Program Manager and Key Personnel identified under Staffing above. The purpose of this subcriterion is to assess the Offeror's technical understanding of the requirements of the SOW, in particular the Offeror's approach to and experience in managing technically complex work at multiple sites and understanding of task order contracting and teaming at the task level.

b. Quality Control and Health and Safety Approach

Evaluation of this factor will be based on an oral presentation by the Program Manager and Key Personnel identified under the Staffing subcriterion. The purpose of this factor is to assess (1) the Offeror's approach to ensuring the quality of work that is to be performed, including adherence to task order specifications and quality control of sampling and analysis, and (2) the Offeror's approach to and experience in managing the Health and Safety issues and requirements associated with remedial activities at contaminated sites.

c. Resources

The purpose of this section is to assess the resources available for supporting the execution of the SOW such as office locations, equipment, and technical support capabilities.

M.3 COST/BUSINESS PROPOSAL EVALUATION

The Offeror's proposal will be evaluated for compliance with the RFP instructions. Proposed costs will be evaluated to determine that they demonstrate cost realism. Fees and profit proposed will be evaluated for consistency with Federal regulations and may also be evaluated using weighted guidelines analysis techniques as described in the Transportation Acquisition Manual. A proposal that includes fee in excess of the statutory limits will be eliminated from consideration. The following forms the basis of the cost/business proposal evaluation and will be considered in the selection. These criteria are not necessarily in order of importance, nor will they be numerically scored.

1. Compliance with RFP instructions, including the completeness of the proposal packages and the extent to which the cost estimates and factors are clearly substantiated by the Offeror.
2. Realism of proposed costs. (NOTE: Proposed costs will be adjusted by the CO to reflect probable cost to the Government, and that "probable cost" will be used for purposes of evaluation to determine the best value to the Government in accordance with FAR 15.404-1(d).)
3. Reasonableness of the proposed fees and profit.
4. Acceptability of Cost Control Plan.
5. The acceptability of the Small Business Subcontracting Plan (Section I, FAR 52.219-9) (applies to large business concerns only).

Attachment J. 1
Personnel Requirements

PROGRAM MANAGER. The Program Manager shall be responsible for the overall management of the contract including cost, schedule and technical quality. The Program Manager shall be competent, experienced and knowledgeable in the field of HTRW remediation, investigations, studies, designs, and cleanups and with the specific activities identified in this contract. The Contractor shall designate a Program Manager to act as a single point of contact for coordination of program issues with the Volpe Center. The Contractor shall hold periodic status meetings and manage the implementation of all Remediation Action Contract policy and procedures and take immediate corrective action when performance does not comply with the contract requirements. The Program Manager shall oversee the management and coordination between Contractor staff, subcontractors, and the Volpe Center; development and implementation of record keeping; administrative and quality control; and projects. The Program Manager shall have, as a minimum, the following qualifications:

M.S. degree from an accredited school in engineering, construction management, geology, chemistry, or a related field;

Professional registration, where applicable;

A minimum of eight (8) years Program Management experience, with a minimum of five (5) years experience on HTRW investigation, study, design, and remedial action Project Management;

Cost Contracting Experience;

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

PROJECT MANAGER. For each Remediation Contract task order issued to the Contractor, the Contractor shall designate a Project Manager (PM). The Program Manager may act as the Project Manager, with approval of the Volpe Center, if execution is sufficiently limited. The Project Manager, with the approval of the Volpe Center, may act at more than one site if the execution is sufficiently limited. The Contractor shall identify the PM before issuance of the task order and the PM qualifications, experience and performance history shall be satisfactory to the Contracting officer or TOCOTR. The Project Manager shall be single point of contact for the task order, and shall be responsible for the management and execution of the task order in accordance with the approved statement of work, approved work plans, and all federal, state, and local laws and regulations. The Contractor shall ensure coordination between the Safety and Health Manager (SHM) and the Site Safety and Health Officer (SSHO) to ensure that all site activities are performed in a safe manner. The Project Manager shall also be responsible for implementing the Contractor Quality Control (CQC) system and shall ensure that all work is performed in accordance with the quality specified in the task order, Work Plan, and CQC Plans. The Contractor shall also maintain close communication and coordination with the Volpe Center for the duration of the project, including weekly and/or monthly progress and detailed cost reporting. The Project Manager shall have, as a minimum, the following qualifications:

B.S. degree from an accredited school in engineering, construction management, geology, chemistry, or related field;

Professional registration, where applicable;

A minimum of five (5) years Project Management experience, with a minimum of three (3) years experience on HTRW investigation, study, design, and remedial action;

Cost contracting experience;

Working knowledge of applicable federal, state, and local laws, regulations, and guidance.

PROJECT ENGINEERS AND SCIENTISTS. The Contractor shall utilize the services of engineers and scientists with knowledge and experience in civil and environmental engineering-related disciplines including: environmental chemistry, regulatory requirements, hydrogeology, geology, and geotechnical engineering. Senior engineers/scientists shall have, as a minimum, the following qualifications:

An engineering degree from an accredited school in Civil or Chemical Engineering, or a related field, and a professional registration.

Demonstrated education and experience in contaminated liquids, soils, and air remediation technologies.

Five (5) years total environmental experience, of which at least three (3) years is related to investigations, studies, designs, and remedial actions at HTRW sites.

CERTIFIED INDUSTRIAL HYGIENIST. The Contractor shall utilize an Industrial Hygienist certified by the American Board of Industrial Hygiene (ABIH) to develop, implement, and oversee all safety and health related aspects of this contract. The CIH shall have a minimum of three years experience in developing and implementing safety and health programs at hazardous waste sites, in the hazardous waste disposal industry, or in the chemical or petroleum processing industry. The CIH shall be present on-site during the initial day(s) of the on-site activities and at the start-up of each new major phase according to the approved Site Safety and Health Plan. The CIH shall be available for emergencies and on-site consultation.

SITE SAFETY AND HEALTH OFFICER (SSHO). The Contractor shall utilize a trained, experienced SSHO to ensure that all elements of the approved SSHP are implemented and enforced onsite. The SSHO shall assist and represent the CIH in on-site training and the day-to-day on-site implementation and enforcement of the approved SSHP. The SSHO shall be assigned to the site on a full time basis for the entire duration of field activities. The SSHO shall have the authority to stop work if unacceptable health or safety conditions exist. The SSHO shall have the following qualifications:

A minimum of two (2) years experience in implementing safety and health programs at hazardous waste sites, in the hazardous waste disposal industry, at underground storage tank removal projects, or in the chemical industry where Level C and Level B personal protective equipment was required.

Documented experience in construction techniques and construction safety procedures.

Working knowledge of Federal and State occupational safety and health regulations.

Specific training in personal and respiratory protective equipment program implementation, confined space program oversight, and in the proper use of air monitoring instruments, and air sampling methods. Trained in First Aid and CPR by a recognized organization such as the American Red Cross.

For asbestos work, shall be AHERA certified Contractor Supervisory trained, and have a minimum one year working experience in the asbestos abatement industry and shall have demonstrable experience in asbestos air monitoring techniques, including successful completion of NIOSH-532 - sampling and evaluating airborne asbestos dust.

For lead-based paint work, shall have EPA accredited LBP Supervisory training and a minimum six months working experience in the lead-based paint abatement industry and shall have demonstrable experience in lead-based paint air monitoring techniques and knowledge of engineering and work practice controls which reduce lead exposure.

PAST PERFORMANCE EVALUATION FORM

VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER PAST PERFORMANCE EVALUATION		
CONTRACTOR PERFORMANCE REPORT		
<input type="checkbox"/> Final <input type="checkbox"/> Interim – Period Report From: _____ To: _____		
1. Contractor Name and Address: (Identify Division)	2. Contract /Task Number: <u>DTRS57</u> 3. Contract Value: \$ _____ (Base Plus Options) 4. Contract Award Date: _____ 5. Contract Completion Date: _____	
6. Type of Contract: (Check all that apply) - <input type="checkbox"/> FP <input type="checkbox"/> FPI <input type="checkbox"/> FP-EPA <input type="checkbox"/> CPFF Completion <input type="checkbox"/> CPFF - Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements <input type="checkbox"/> Labor-Hour <input type="checkbox"/> T&M <input type="checkbox"/> SBSA <input type="checkbox"/> 8(a) <input type="checkbox"/> SBIR <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive		
7. Description of Requirement:		
8. Initial Ratings: (See Block 15 for Final Rating) Summarize contractor performance and circle in the column on the right of the number which corresponds to the performance rating for each rating category. Attach additional comments as necessary.		
a. Quality of Product/Service	Comments:	0 1 2 3 4
b. Cost Control	Comments:	0 1 2 3 4
c. Timeliness	Comments:	0 1 2 3 4
d. Business Relations	Comments:	0 1 2 3 4
e. Overall Satisfaction Rating	Comments	0 1 2 3 4

SOURCE SELECTION INFORMATION – SEE FAR 3.104

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

The Acquisition Division is responsible for the coordination and collection of Contractor Performance Reports. The Contracting Officer (CO) or Administrative Contracting Officer (ACO) will determine whether the report will be completed on a contractor task basis, and will coordinate completion of the attached report form with either the Contracting Officer's Technical Representative (COTR) or Technical Monitor delegated day-to-day responsibility for administration of the identified contractor or task order. This individual should consult with the CO/ACO where necessary to arrive at a consensus on the ratings to be awarded.

Section 42.1503 of the FAR requires that copies of these forms will be provided to the contractor, which must have an opportunity to respond and add comments to agency evaluations as described below. The Acquisition Division will perform this coordination function. Furthermore, the FAR requires that past performance evaluations be marked and treated as Source Selection Information and release of this information is prohibited except to Government personnel and the contractor whose performance is being evaluated. For these reasons, all outside inquiries concerning contractor past performance should be directed to the ACO, who will have access to the completed forms. Also, completed forms should be returned to the attention of the ACO/CO in a sealed envelope marked "Source Selection Sensitive"

COMPLETING THE FORM

Blocks 1 through 11 will be completed by the COTR or Technical Monitor, as applicable. Contact the ACO/CO if you require assistance or data in order to complete any of these blocks, especially blocks 1 through 6.

The Acquisition Division will be responsible for forwarding the completed form to the contractor for review and execution of blocks 12 and 13. The Acquisition Division will ensure blocks 14 through 16 are completed prior to filing in a secured location.

To Be Completed by COTR/Technical Monitor

Top of Form:	Indicate whether the report is a final or interim (annual) report, and give dates for the period of time being covered. Prior to the ending date of the contract, all reports should be marked "Interim".
Block 1:	Identify the name and address of the prime contractor.
Block 2:	Identify contract number of the contract being evaluated. If evaluation is being conducted for a specific task, include the task number.
Block 3:	Contract value or task value, as applicable. Include all options whether or not exercised to date.
Block 4:	Identify date that contract was awarded or task issued.
Block 5:	Identify completion date for contract or task as applicable.
Block 6:	All items that apply to the contractor task should be checked.
Block 7:	Provide a clear and concise description of the work being done under the contract or task and the current level of funding. Attach additional sheet(s), if needed, to ensure the description is adequate for future source selection officials to determine relevance.

SOURCE SELECTION INFORMATION – SEE FAR 3.104

9. Key Personnel: (Fill in as appropriate)				
Name/Title:		Period of Performance:		
_____		_____		
Comments:				
_____		_____		
Comments:				
_____		_____		
Comments:				
_____		_____		
Comments:				
_____		_____		
Comments:				
_____		_____		
10. Would you recommend this firm for award? Please explain.				
11.COTR/Program Manager/Tech Monitor Name (Printed):			Signature	
_____			_____	
Phone/FAX/Internet Address:			Date:	
_____			_____	
12. Contractor's Review: Were comments, rebuttals, or additional information provided: <input type="checkbox"/> No <input type="checkbox"/> Yes				
Please attach comments: Number of pages: _____				
13. Reviewer's Name (Printed):			Signature:	
_____			_____	
Phone/FAX/Internet Address:			Date:	
_____			_____	
14. Agency Review: Were contractor comments reviewed at a level above the Contracting Officer? <input type="checkbox"/> No <input type="checkbox"/> Yes				
Please attach comments. Number of pages: _____				
15. Final Ratings. Re-assess the Block 8 ratings based on contractor comments and agency review. Revise block 8 ratings, if appropriate.				
Quality _____	Cost Control _____	Timeliness _____	Business Relations _____	Customer Satisfaction _____
16. Contracting Officer's Name (Printed):			Signature	
_____			_____	
Phone/FAX/Internet Address:			Date:	
_____			_____	

SOURCE SELECTION INFORMATION – SEE FAR 3.104

Block 8 RATING DEFINITIONS

0 – Unsatisfactory - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

1 – Minimally Acceptable – Performance generally met minimum contract or task requirements, but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include: late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

2 – Satisfactory – Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

3 – Good – Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

4 – Exceptional – Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

Block 8 – COMMENT ELEMENTS BY CATEGORY

(a) Quality of product/service

- (1) Compliance with contract or task requirements;
- (2) Accuracy of reports;
- (3) Appropriateness of contractor personnel assigned to the contract or task; and
- (4) Technical excellence of delivered supplies or services.

(b) Cost Control

- (1) Current, accurate, and complete billings;
- (2) The relationship of negotiated cost to actuals;
- (3) Cost containment initiatives; and
- (4) The number and cause of change orders issued.

(c) Timeliness of Performance

- (1) Whether the contractor met interim milestones;
- (2) Contractor's responsiveness to technical direction;
- (3) Contractor's responsiveness to contract change orders and administrative requirements;
- (4) Whether the contract/task was completed on time, including wrap-up and contract administration.

(d) Business Relations

- (1) Whether the contractor effectively managed the contract/task effort;
- (2) How responsive the contractor was to contract requirements;
- (3) How promptly the contractor notified the Government of problems;
- (4) Whether the contractor was reasonable and cooperative;
- (5) How flexible the contractor was;
- (6) Whether the contractor was proactive;
- (7) The effectiveness of contractor-recommended solutions; and
- (8) Whether the contractor effectively implemented socioeconomic programs.

Block 8: Circle the rating in the far right column that best describes the contractor's overall performance for each category. Comments and/or examples in sufficient detail to support the ratings must be provided. Attach additional comment sheets if needed. Definitions for each rating and a description of elements to consider when commenting on each category can be found at the end of these instructions.

Block 9: Identify the individual(s) primarily responsible for performance of the contract/task, not necessarily the persons identified as "Key Personnel" in the contractual document. Indicate how long each individual worked on the contract/task. If there were many individuals involved or many changes in these managers, a second page may be necessary. On the comments line, describe the key person's performance, attaching additional sheets when necessary.

Block 10: Explain why, given a choice, you would or would not recommend the contractor for an award to perform a similar contract or task.

Block 11: The COTR or Technical Monitor delegated responsibility for the day to day administration of the contract or task should sign this block, after consulting with the CO/ACO, where appropriate.

To be Completed by Contractor

Block 12: Block 12 must be completed to indicate that the contractor has been given the opportunity to review the evaluation.

The contractor will be provided with a copy of the completed evaluation form (including initial ratings) and attachments. The contractor has the right to submit to the CO comments, rebutting statements, or additional information which specifically addresses elements of the review. This response must be structured to clearly identify the specific category being addressed. This response must be delivered to the CO no later than 30 days after the mailing date on the evaluation form. In the event no response is received, the contractor will be deemed to have accepted the evaluation form as written.

Block 13: The contractor should sign this block to indicate that it has had an opportunity to review and comment on the ratings.

To be completed by the CO/ACO

Block 14: If the contractor accepts the ratings, they will be entered as Final Ratings in Block 15, no Agency Review is required, and the Contracting Officer's signature in Block 16 completes the process.

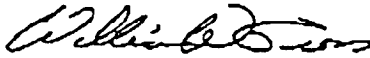
If the contractor objects to the initial ratings, a review will be undertaken by the CO, in consultation with the technical staff. If the CO does not concur in a modification, the matter will be reviewed at a level above the CO within the Acquisition Division, and a Final Rating determined by the Reviewing Official's Report, which will be attached to the Performance Report.

Block 15: If the initial ratings have been modified by either the CO or after Agency Review, insert the revised Final Ratings. If there has been no change to the initial ratings, insert the initial ratings.

Block 16: If agreement is reached on the ratings without an Agency Review, the CO will sign. If an Agency Review is carried out, the block must be signed by the Reviewing Official.

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210



William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1996-0223
Revision No.: 8
Date of Last Revision: 08/17/2000

NATIONWIDE: Applicable in the continental U.S. and Hawaii

Regions are define as follows:

MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;

NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont;

SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia;

WEST REGION: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

** Fringe Benefits Required Follow the Occupational Listing **

Employed on contracts for removal of oil spills, hazardous waste materials and related cleanup services.

OCCUPATION TITLE	MINIMUM WAGE RATE
Airplane Pilot :	
MIDWEST REGION	18.49
NORTHEAST REGION	18.49
SOUTH REGION	18.49
WEST REGION	18.49
Environmental Technician :	
MIDWEST REGION	17.10
NORTHEAST REGION	18.20
SOUTH REGION	16.22
WEST REGION	17.20
Heavy Equipment Operator :	
MIDWEST REGION	19.22
NORTHEAST REGION	18.25
WEST REGION	18.83
SOUTH REGION	16.73
Laborer :	
MIDWEST REGION	10.81
NORTHEAST REGION	11.07
SOUTH REGION	8.43
WEST REGION	9.66
Truckdriver, Heavy Truck :	
MIDWEST REGION	16.48
NORTHEAST REGION	16.53

SOUTH REGION	14.01
WEST REGION	15.49
Truckdriver, Light Truck :	
MIDWEST REGION	9.75
NORTHEAST REGION	12.23
SOUTH REGION	7.92
WEST REGION	8.24
Truckdriver, Medium Truck :	
MIDWEST REGION	15.72
NORTHEAST REGION	15.75
SOUTH REGION	13.36
WEST REGION	14.77

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$1.92 an hour or \$76.80 a week or \$332.80 a month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$0.70 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$1.92. For information regarding the Hawaii prepaid Health Care Act, please contact the Hawaii Employers Council.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ******Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

PERFORMANCE BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must be same or later than date of contract)

OMB No.: 9000-0045
Expires: 09/30/98

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405

PRINCIPAL (Legal name and business address)

TYPE OF ORGANIZATION ("X" one)

☐ INDIVIDUAL ☐ PARTNERSHIP

☐ JOINT VENTURE ☐ CORPORATION

STATE OF INCORPORATION

SURETY(IES) (Name(s) and business address(es))

PENAL SUM OF BOND

MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS
------------	-------------	------------	-------

CONTRACT DATE CONTRACT NO.

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal -

(a)(1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by the Government, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

(b) Pays to the Government the full amount of the taxes imposed by the Government, if the said contract is subject to the Miller Act, (40 U.S.C. 270a-270e), which are collected, deducted, or withheld from wages paid by the Principal in carrying out the construction contract with respect to which this bond is furnished.

WITNESS:

The Principal and Surety(ies) executed this performance bond and affixed their seals on the above date.

PRINCIPAL

SIGNATURE(S)	1.	2.	3.	Corporate Seal
	(Seal)	(Seal)	(Seal)	
NAME(S) & TITLE(S) (Typed)	1.	2.	3.	

INDIVIDUAL SURETY(IES)


SIGNATURE(S)	1.	2.
	(Seal)	(Seal)
NAME(S) (Typed)	1.	2.

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT	Corporate Seal
			\$	
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) (Typed)	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

BOND PREMIUM 	RATE PER THOUSAND (\$)	TOTAL (\$)

INSTRUCTIONS

1. This form is authorized for use in connection with Government contracts. Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

PAYMENT BOND <i>(See instructions on reverse)</i>	DATE BOND EXECUTED <i>(Must be same or later than date of contract)</i>	OMB No.: 9000-0045 Expires: 09/30/98								
Public reporting burden for this collection of information is estimate to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0045); Washington, D.C. 20503.										
PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION									
SURETY(IES) <i>(Name(s) and business address(es))</i>	PENAL SUM OF BOND <table><tr><td>MILLION(S)</td><td>THOUSAND(S)</td><td>HUNDRED(S)</td><td>CENTS</td></tr><tr><td></td><td></td><td></td><td></td></tr></table> CONTRACT DATE CONTRACT NO. 		MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS				
MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS							

OBLIGATION:

We, the Principal and Surety(ies), are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The above obligation is void if the Principal promptly makes payment to all persons having a direct relationship with the Principal or a subcontractor of the Principal for furnishing labor, material or both in the prosecution of the work provided for in the contract identified above, and any authorized modifications of the contract that subsequently are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this payment bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1. (Seal)	2. (Seal)	3. (Seal)	Corporate Seal
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	
INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1. (Seal)	2. (Seal)		
NAME(S) <i>(Typed)</i>	1.	2.		
CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT \$	Corporate Seal
	SIGNATURE(S)	1. (Seal)	2. (Seal)	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

CORPORATE SURETY(IES) (Continued)

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
SURETY C	NAME(S) & TITLE(S) (Typed)	1.	2.		Corporate Seal
	SIGNATURE(S)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
SURETY E	NAME(S) & TITLE(S) (Typed)	1.	2.		Corporate Seal
	SIGNATURE(S)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT	Corporate Seal
				\$	
	SIGNATURE(S)	1.	2.		
SURETY G	NAME(S) & TITLE(S) (Typed)	1.	2.		Corporate Seal
	SIGNATURE(S)	1.	2.		

INSTRUCTIONS

1. This form, for the protection of persons supplying labor and material, is used when a payment bond is required under the Act of August 24, 1935, 49 Stat. 793 (40 U.S.C. 270a-270e). Any deviation from this form will require the written approval of the Administrator of General Services.

2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.

3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated

"SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning their financial capability.

4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal", and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.

5. Type the name and title of each person signing this bond in the space provided.

AFFIDAVIT OF INDIVIDUAL SURETY
(See instructions on reverse)

OMB No.: 9000-0001

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to FAR Secretariat (MVR), Federal Acquisition Policy Division, Office of Policy, Planning, and Evaluation, GSA, Washington, DC 20405.

STATE OF	SS.
COUNTY OF	

I, the undersigned, being duly sworn, depose and say that I am: (1) the surety to the attached bond(s); (2) a citizen of the United States; and of full age and legally competent. I also depose and say that, concerning any stocks or bonds included in the assets listed below, that there are no restrictions on the resale of these securities pursuant to the registration provisions of Section 5 of the Securities Act of 1933. I recognize that statements contained herein concern a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent statement may render the maker subject to prosecution under Title 18, United States Code Sections 1001 and 494. This affidavit is made to induce the United States of America to accept me as surety on the attached bond.

1. NAME (First, Middle, Last) (Type or Print)	2. HOME ADDRESS (Number, Street, City, State, ZIP code)
3. TYPE AND DURATION OF OCCUPATION	4. NAME AND ADDRESS OF EMPLOYER (If Self-employed, so State)
5. NAME AND ADDRESS OF INDIVIDUAL SURETY BROKER USED (If any) (Number, Street, City, State, ZIP Code)	6. TELEPHONE NUMBER HOME - BUSINESS-

7. THE FOLLOWING IS A TRUE REPRESENTATION OF THE ASSETS I HAVE PLEDGED TO THE UNITED STATES IN SUPPORT OF THE ATTACHED BOND:

(a) Real estate (Include a legal description, street address and other identifying description; the market value; attach supporting certified documents including recorded lien; evidence of title and the current tax assessment of the property. For market value approach, also provide a current appraisal.)

(b) Assets other than real estate (describe the assets, the details of the escrow account, and attach certified evidence thereof).

8. IDENTIFY ALL MORTGAGES, LIENS, JUDGEMENTS, OR ANY OTHER ENCUMBRANCES INVOLVING SUBJECT ASSETS INCLUDING REAL ESTATE TAXES DUE AND PAYABLE.

9. IDENTIFY ALL BONDS, INCLUDING BID GUARANTEES, FOR WHICH THE SUBJECT ASSETS HAVE BEEN PLEDGED WITHIN 3 YEARS PRIOR TO THE DATE OF EXECUTION OF THIS AFFIDAVIT.

DOCUMENTATION OF THE PLEDGED ASSET MUST BE ATTACHED.

10. SIGNATURE	11. BOND AND CONTRACT TO WHICH THIS AFFIDAVIT RELATES (Where appropriate)
---------------	---

12. SUBSCRIBED AND SWORN TO BEFORE ME AS FOLLOWS:

a. DATE OATH ADMINISTERED MONTH DAY YEAR	b. CITY AND STATE (Or other jurisdiction)	Official Seal
c. NAME AND TITLE OF OFFICIAL ADMINISTERING OATH	d. SIGNATURE	e. MY COMMISSION EXPIRES

INSTRUCTIONS

1. Individual sureties on bonds executed in connection with Government contracts, shall complete and submit this form with the bond. (See 48 CFR 28.203, 53.228(e).) The surety shall have the completed form notarized.
2. No corporation, partnership, or other unincorporated associations or firms, as such, are acceptable as individual sureties. Likewise members of a partnership are not acceptable as sureties on bonds which partnership or associations, or any co-partner or member thereof is the principal obligor. However, stockholders of corporate principals are acceptable provided (a) their qualifications are independent of their stockholdings or financial interest therein, and (b) that the fact is expressed in the affidavit of justification. An individual surety will not include any financial interest in assets connected with the principal on the bond which this affidavit supports.
3. United States citizenship is a requirement for individual sureties. However, only a permanent resident of the place of execution of the contract and bond is required for individual sureties in the following locations - any foreign country; the Commonwealth of Puerto Rico; the Virgin Islands; the Canal Zone; Guam; or any other territory or possession of the United States.
4. All signatures of the affidavit submitted must be originals. Affidavits bearing reproduced signatures are not acceptable. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of firm, partnership, or joint venture, or an officer of the corporation involved.

GENERAL DECISION WY000003 03/02/01 WY3
General Decision Number WY010003

Superseded General Decision No. WY000003

State: Wyoming

Construction Type:
HEAVY

County(ies):
LARAMIE

HEAVY CONSTRUCTION PROJECTS.

Modification Number	Publication Date
0	03/02/2001

COUNTY(ies):
LARAMIE

SUWY2004A 01/10/1995		
	Rates	Fringes
CARPENTERS	12.18	2.05
CEMENT FINISHERS	12.07	
FLAGGERS (Traffic Control)	8.30	
IRONWORKERS:		
Structural	14.24	3.86
Reinforcing	18.20	5.64
LABORERS (Other Than Tunnel and Underground Work)		
GROUP 1	8.19	
GROUP 2	8.29	

LABORER CLASSIFICATIONS
(Excluding Tunnel and Underground Work)

GROUP 1: Axman and Hand Faller, Bin Wall Installer Laborer, Concrete Worker (wet or dry), Concrete Worker (curing and drying), Dumpman, Erector & Installer (includes the installation and erection of fences, Snow Fences, Guardrails, median rails, median posts, signs and right-of-way marker), Form Stripper; Form Setter Laborer (paving); General Laborer; Gunnite Laborer; Heater Tender; Landscape Laborer; Material Handler (lumber, rods, cement, concrete); Nozzleman, Air and Water; Pipe Setter Laborer (Non-metallic); Pipe Setter Laborer (Corrugated); Pre-watering, Pre-wetting and Pre-Irrigation (all work); Riprap Man; Sand-blasted Pot Tender; Signal Man, Grade Concrete, etc.; Scissor Man or Hopper Man; Stake Jumper for Equipment; Tar and Asphalt Pot Tender and Wrecking and Demolition Crew.

GROUP 2: Asphalt Raker and Tamper; Bin Wall Installer; Cement Mason Tender; Chuck Tender; Concrete Saw; Form Setter (paving); Gunnite Nozzleman; Hand Operated Vibratory Roller; High Scaler (using Air Tools from Bos'n Chair, Swing Stage Lift Belt, or Block and Tackle shall receive \$0.20 per hour more than the classified rate); Landscaper; Mortar Man on Stone Riprap; Operator of Pneumatic, Electric Gas Tamper and Similar Mechanical Tools; Pipe Setter (Corrugated, Culvert Pipe, Sectional Multi-plate and Similar Type); Pipe Setter, Pipelayer (non-metallic); Pipe Wrapper; Powderman Tender; Power-type Concrete Buggy (Push Ride); Power Saw Operator (Clearing); Vibrator-Concrete; High Scaler (using Air Tools from Bos'n Chair, Swing Stage Lift Belt, or Block and Tackle shall receive \$0.20 per hour more than the classified rate); Jackhammer and Pavement Breaker; Sandblaster

Nozzleman; Sewer Pipe Installer (non-metallic), Clay Concrete, etc., (Caulker, Collarman, Jointer, Mortarman, Rigger, Jacker)

LABORERS (Tunnel and Underground Work)

GROUP 1	8.69
GROUP 2	8.94

LABORER CLASSIFICATIONS - TUNNEL AND UNDERGROUND WORK

GROUP 1: Powderman and Blaster; Wagon Drill, Air-Trac, Diamond and Other Drills for Blasting Power and Grouting.

GROUP 2: Miner (Driller); Machine Man; Timberman; Steelman, Drill Doctor; Form Setter and Mover; Spader; Tugger; Spilling and/or Caisson Worker; Powderman; Jackhammer; Finisher.

LINE CONSTRUCTION:

Linemen	22.00	4.50+4.25%
Line equipment operators	18.66	4.50+4.25%
Cable splicers	24.26	4.50+4.25%
Groundman	13.65	4.50+4.25%

PAINTERS:

Brush and Spray	11.81
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PILOT CAR DRIVERS	8.83
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POWER EQUIPMENT OPERATORS:

GROUP 1	11.76	1.60
GROUP 2	12.41	1.60
GROUP 3	12.52	1.60
GROUP 4	12.64	1.60

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Auger machine operator (post holes, etc.), Air compressor over 315 cu. ft. cap.; Backhoe (to 1 1/2 cu. yds.), Batch bin weighman, scissorman or hopperman; Brakeman; Broom operator, self-propelled; Cableway signalman (Bellboy); Chip spreader operator; Concrete saw (self-propelled); Conveyor belt operator; Crusher oiler; Front end loader (to 1 1/2 cu. yds.); Form grader operator; Fork lift and lumber stacker; Joint machine operator; Longitudinal float operator; Mixer, operator concrete (under 1 cu. yard); Oiler, utility; Power loader, belt and bucket type; Pump operator; Roller operator, self-propelled, (pneumatic, rubber tired, sheep foot, vibratory or combination type);

Screed operator; Screening plant operator; Tire repairman; Tractor operator: farm, crawler or wheel type, 60HSP (drawbar or less with or without use of power attachments., Truck crane carrier operator

GROUP 2: Air compressor two or more machines or tunnels, shafts, raises, or plant operator; Asphalt plant operators; Backhoe, 1.5 cu. yds. to 3.5 cu. yds.); Bituminous laydown machine operator; CMI machine (auto grader); Concrete batch plant; Concrete finish machine operator; Concrete Multi Blade Span Saw, Hunt Process or Similar; Concrete Spreader and Paver Operator; Crusher Operator; Drilling Machine, Integrated, Core, Rotary, Caisson, Diamond; Elevating Grader Operator; Front end Loader, 1.5 Cu. yds. to 3.5 cu. yds.); Hydro-type Crane up to 50 tons; Mixer, operator base course pugmill type I; Mixer operator concrete (over one yard); Motor patrol operator (all others, excluding finish), Mucking machine operator (all types); Mulching machine Operator; Oiler (crane and shovel); Pavement breaker, hydro-tamper and similar type machines; Pumpcrete operator; Roller operators (tandem steel wheel, three axle or three wheel); Scraper equipment (all types); Scraper Equipment, all types; Scraper equipment, multiple units fifteen cents (.15) per hour additional per unit.; Shovels, draglines, cranes, piledrivers, all truck mounted cranes (Mfg. rating): Up to 3 1/2 yds., or 50 tons, all attachments; Shuttle Car Operator; Subgrade machine operator (Power) Tractor operators: Cold milling; all with use of power attachments and including pushcat, dozer, tournadozer, etc. (the use of power attachments shall not include disking, pulling of rollers or similar unskilled actions; Trenching machine operator; Wash Plant Operator; Welder

GROUP 3: Hoist operator (two or more drums, shafts or raises); Motor patrol operator (finish); **Heavy** duty mechanic, machine doctor; Shovels, draglines, cranes, piledrivers, all truck Mounted cranes; (Manufacturer rating): 3 1/2 cu. yds. to 7 cu. yds. or 50 to 90 tons, all attachments Wheel Excavator Operator; Front End Loader 3.5 cu to 7 cu yds

GROUP 4: Cableway operator; Crane, 90 tons and over, (whirley, gantry, stiffleg, overhead and traveling type); Mixer Operator, (Dual Drum); Shovels, Draglines, Cranes, Piledrivers and Truck Mounted Cranes (Mfg. rating: 7 cu. yds. and over, or 90 tons and over, all attachments); Crane, 90 tons and over, (whirley, gantry, stiffleg, overhead and traveling type)

TRAFFIC CONTROL MAINTAINERS

(Checking that correct location is being flagged; ensuring that barriers, cones and barrels are properly placed; turn the signs out of oncoming traffic site for the night; turn the signs to face oncoming traffic the next morning) 9.37

TRUCK DRIVERS

GROUP 1	9.77
GROUP 2	9.98
GROUP 3	10.58

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up Truck Driver (When used for hauling); Dump Truck Driver (to and including 7 cu. yds.); Snow plow truck driver (the cu. yd rate of the truck); Gravel Spreader; Flat rack material truck driver (less than 2 tons); Gang truck; Stringing Truck Driver (single axle type); Water truck drivers (2500 gal. or less); Fuel service truck driver; Greaseman, Tireman, Serviceman; Oil Distributor Truck, 2,500 gallons or less

GROUP 2: Dump Truck (over 7 cu. yds. to and including 13 cu. yds.); Flat Rack Material Truck Driver (over 2 tons to 5 tons); Utility Winch Truck Driver; "A" Frame Truck Driver; Material Checker; Transit Mix or Wet Mix Truck Driver; Power Broom Driver; Water Truck Driver (over 2,500 gal. to and including 3,600 gal.); Oil Distributor Truck Driver (over 2,500 gal. to and including 3,600 gal.)

GROUP 3: Dump Truck (over 13 cu. yds. to and including 45 cu. yds.); Low Boy and Tandem Axle Float; Multiple Axle Type Truck, Semi; Winch Trailer Truck Driver; Water Truck over 3,600 gallons; Oil Distributor Truck over 3,600 gallons; Truck Mechanics; Flat Rack Material Trucks over 5 tons.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

BID BOND <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: 9000-0045
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Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
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SURETY(IES) *(Name and business address)*

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies, or Services)</i>	

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1.	2.	3.	<i>Corporate Seal</i>
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>	
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.	

INDIVIDUAL SURETY(IES)		
SIGNATURE(S)	1.	2.
	<i>(Seal)</i>	<i>(Seal)</i>
NAME(S) <i>(Typed)</i>	1.	2.

CORPORATE SURETY(IES)				
SURETY A	NAME & ADDRESS	STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.	
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	

SURETY B	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."